Driving Bangalore Ahead

BANGALORE METRO RAIL CORPORATION LIMITED

TENDER DOCUMENT

Annual Maintenance Contract for RO Drinking water units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations (BIET to APTS: 29 stations) including RSS Switch yard at Yelachenahalli Station and Peenya Depot.

OF

BANGALORE METRO RAIL CORPORATION

TENDER No. BMRCL/2026-2027/.... /WORK_INDENT.135

QUALIFICATION CUM TECHNICAL AND FINANCIAL PACKAGE

May - 2026

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex, K H Road, Shanthinagar
Bangalore – 560 027
Karnataka,
India

PAGE INTENTIONALLY LEFT BLANK

KEY DETAILS

Tender No: BMRCL/2026-27/CW /WORK_INDENT.135 *(File no. C-4/1385) **

Name of Work Annual Maintenance Contract for RO Drinking water units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations (BIET to APTS: 29 stations) including RSS Switch yard at Yelachenahalli Station and Peenya Depot

Sl. No.	Description	
1.	Estimated Value of work	INR. 26,62,860.87/- (Rupees Twenty-six Lakhs Sixty two Thousand eight Hundred and sixty rupees Only)
2.	Tender Security / EMD Amount	INR 53,258 /- (Indian Fifty-three thousand two hundred and fifty-eight rupees only) The Tenderer shall pay full EMD (Tender Security) amount through online payment in e-Procurement Portal (or) submit in the form of Electronic Bank Guarantee (e-BG) /Bank Guarantee (BG).
3.	AMC Period	12 Months
4.	Download of Tender documents	Tender documents to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal https://kppp.karnataka.gov.in/) from ……
5.	Last Date of Seeking Clarification	As per Date and Time specified in e-Procurement Portal.
6.	Date and Time of submission of Tender	As per Date and Time specified in e-Procurement Portal.
7.	Date and Time of opening of Tender (Qualification cum Technical and Financial Package)	As per Date and Time specified in e-Procurement Portal.
8.	Place of Opening of Tenders (Qualification Cum Technical Package & Financial Package)	The opening of the Qualification Cum Technical Package and Financial package shall take place online through e-Procurement Portal.
9.	Address for communication	The Dy. General Manager (DGM/CSW-L2.) Bangalore Metro Rail Corporation Ltd., Admin Building, Peenya Depot, Bangalore – 560 058, Karnataka, India. Ph. No: +91-9434845591 Fax No: 080-25191114 E. mail: sandeepksinha@bmrc.co.in

BMRCL

BMRCL

Tenderer

PAGE INTENTIONALLY LEFT BLANK

BMRCL

Table of Contents

Section No.	Description	Page No.
1	NOTICE INVITING TENDERS (NIT)	5
2	INSTRUCTIONS TO TENDERERS (ITT)	9
3	QUALIFICATION INFORMATION	27
4	FORM OF TENDER (FOT)	28
5	GENERAL CONDITIONS OF CONTRACT (GCC)	35
6	SPECIAL CONDITIONS OF CONTRACT (SCC)	51
7	TECHNICAL SPECIFICATIONS	57
8	DRAWINGS	61
9	PROFORMA OF BANK GUARANTEE	63
10	ANNEXURES	73
11	INSTRUCTIONS FOR COMPLETING PRICING DOCUMENT	91
12	PRICING DOCUMENT (BILL OF QUANTITY) – As published in e-Procurement Portal	e-Proc. Portal

BMRCL CSW-L2

PAGE INTENTIONALLY LEFT BLANK

BMRCL
BMRCL2

SECTION 1: NOTICE INVITING TENDERS (NIT)

NIT No.: BMRCL/2026-27/.... /WORK_INDENT... Date: .....

1. Bangalore Metro Rail Corporation Ltd (BMRCL) invites Tenders **(Single stage –Single cover System)** from eligible Domestic Tenderers, having Experience in any Central Govt./ State Govt./ PSU's/ Govt. bodies/ MES/ Railway/ CPWD/ KPWD/ Metro Rail Corporations, for the Works detailed in the Table below, through Karnataka Public Procurement Portal (e-Procurement Portal). This Tender is a 'PERCENTAGE TENDER'.

Tender No.	Name of the Works	Estimated value of Works (Rs.)	Tender Security /EMD (Rs.)	Period of completion
(1)	(2)	(3)	(4)	(5)
BMRCL/2026-27/.... / WORK_INDENT...	**Annual Maintenance Contract for RO Drinking water units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations (BIET to APTS: 29 stations) including RSS Switch yard at Yelachenahalli Station and Peenya Depot**	26,62,860.87/-	53,258/-	**12 Months**

The brief Scope of the work is provided in Instructions to the Tenderers (ITT) and the detailed description of Work is provided in Employer's Requirement. Only 'Class-I Local Tenderers' as defined under ITT clause 34 shall be eligible to bid.

Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate (or) Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the "Competent Authority", as defined in ITT clause 35.

2. **REGISTRATION**:

a) Tenders required to enroll on the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/) by clicking on the link "Tenderers Registration" on the Karnataka Public Procurement Portal and by paying requisite registration fee.

b) As part of the enrolment process, the Tenderers will be required to choose a unique user name to assign a password for their accounts.

c) Tenderers are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication with the Tenderer.

d) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India.

e) Only one (01) valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

f) Tenderers should then login to the website through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

g) The scanned copies of all original documents (as required) should be uploaded on portal

BMRCL CSW-L2

in PDF/JPG format.

h) For any query regarding e-Procurement on the Karnataka Public Procurement Portal, contact helpdesk number: +91-8046010000, +91-8068948777, and Email ID: support@eprochelpdesk.com.

3. SEARCHING FOR TENDERS/BIDS:

Once the Tenderers have selected the proposal Bids/Tenders and if they are interested to participate, the Tenderers can pay non-refundable processing fee to Karnataka Public Procurement Portal.

However, the Tenderer shall submit such transaction details along with their Tender submission on e-Procurement portal. If the same transaction reference number has been submitted for more than one Bid, all such Bids shall be considered ineligible and summarily rejected.

It will be the responsibility of the Tenderer to check the website and see any Addendum /Corrigendum issued in this Tender from time to time and ensure submission of Tender submittals binding accordingly.

4. Tender documents consist of the following Sections,

- Section 1 - Notice Inviting Tenders (NIT)
- Section 2 - Instructions to Tenderers (ITT)
- Section 3 - Qualification Information
- Section 4 - Form of Tender (FOT) (including Bill of Quantities)
- Section 5 - General Conditions of Contract (GCC)
- Section 6 - Special Conditions of Contract (SCC)
- Section 7 - Technical Specifications
- Section 8 - Drawing
- Section 9 - Proforma of Bank Guarantee
- Section 10 - Annexures
- Section 11 - Instructions for completing Pricing Document

5. Tenders must be accompanied by **Tender Security/ Earnest Money Deposit (EMD)** as specified in ITT clause 14, drawn in favour of "Bangalore Metro Rail Corporation Ltd". Tender Security/EMD will have to be paid in full amount through online payment in e-Procurement Portal (or) submit in any one of the form of **Electronic Bank Guarantee (e-BG) or Bank Guarantee**, payable & extendable at a designated branch in Bengaluru and shall have to be valid for 45 days beyond the validity of the Tender (i.e. 165 days from the date of submission of Tender).

6. Tenders must be submitted electronically through Karnataka Public Procurement Portal / e-Procurement Portal (https://kppp.karnataka.gov.in/) before the last date & time prescribed in the e-Procurement portal using a valid DSC (Digital Signature Certificate).

All Tenderers are requested to note that the originals of those documents, as listed under ITT clause 9.2, should be submitted in hardcopy by 'Speed post' or 'in person' at BMRCL office within **5 days** from the last date of Tender submission. Tender submission without such submission of original documents shall be liable for rejection.

7. Tenders cannot be submitted online after stipulated time of submission of Tender.

8. Tenders shall be valid for a period of **120 days** from the latest date of submission of Tenders.

9. 'Qualification cum Technical Package and Financial Package' will be opened as per the latest specified time and date published in the e-Procurement portal.

BMRCL BMRCL CSW-L2

10. The Tenderer shall provide credentials in support of their eligibility, qualifying criteria, technical capability, financial strength/support and past work experience by supporting documents / client certificates / CA's audit reports set forth in ITT Clause 3.

11. The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;

    (a) will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

    (b) will declare a contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if the Employer, at any time, determines that the Tenderer or the Contractor has engaged in 'Corrupt' or 'Fraudulent' practices in competing for, or in executing, the Contract.

12. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.

13. BMRCL reserves the right to accept or reject any or all Tenders in 'Part 'or 'Full' without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

14. Registered Tenderers with e-token are advised to frequently check the e-Procurement portal for any amendments like Addendum / Corrigendum.

15. BMRCL will not be held responsible for consequential damages/losses due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

16. For further clarifications/details, contact: DGM/CSW –L2, BMRCL on +91-9434845591 Fax-080-25191114 E-mail: Sandeepksinha@bmrc.co.in

17. For any query regarding e-Procurement portal/ Tender submission, please contact helpdesk at+91-80-46010000, +91-80-68948777, Email: support@eprochelpdesk.com.

General Manager (Civil)
Bangalore Metro Rail Corporation Limited

BMRCL CSW-L2

Tenderer

PAGE INTENTIONALLY LEFT BLANK

197

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

A. GENERAL 11

1. DESCRIPTION OF THE WORK 11
2. ELIGIBLE TENDERERS 11
3. QUALIFICATION OF THE TENDERER 11
4. COST OF TENDERING 13

B. TENDER DOCUMENTS 13

5. CONTENT OF TENDER DOCUMENTS 13
6. CLARIFICATION OF TENDER DOCUMENTS 13
7. AMENDMENT OF TENDER DOCUMENTS 14

C. PREPARATION OF TENDERS 14

8. LANGUAGE OF TENDER 14
9. DOCUMENTS COMPRISING THE TENDER 14
10. FORM OF TENDER 15
11. TENDER PRICES 15
12. TENDER CURRENCY 15
13. TENDER VALIDITY 16
14. EARNEST MONEY DEPOSIT (EMD) / TENDER SECURITY 16
15. FORMAT AND SIGNING OF TENDER 18

D. SUBMISSION OF TENDERS 18

16. SEALING AND MARKING OF TENDERS 18
17. DEADLINE FOR SUBMISSION OF THE TENDERS 19
18. LATE TENDERS 20
19. MODIFICATION AND WITHDRAWAL OF TENDERS 20

E. TENDER OPENING AND EVALUATION 20

20. TENDER OPENING 20
21. PROCESS TO BE CONFIDENTIALL 21
22. CLARIFICATION OF TENDER SUBMITTALS 21
23. EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS 21
24. CORRECTION OF ERRORS 22
25. EVALUATION AND COMPARISON OF TENDERS 22

F. AWARD OF CONTRACT 23

26. AWARD CRITERIA 23
27. EMPLOYER'S RIGHT TO VARY QUANTITIES DURING THE CONTRACT 23
28. EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS 23
29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT 23
30. SECURITY DEPOSIT / PERFORMANCE SECURITY 24
31. CORRUPT OR FRAUDULENT PRACTICES 24
32. ONE TENDER PER TENDERER 25
33. SITE VISIT 25

G. PREFERENCE TO MAKE IN INDIA 25

34. LOCAL CONTENT 25
35. ELIGIBLE SOURCE COUNTRIES OF THE TENDERER 26

BMRCL CSW-L2

PAGE INTENTIONALLY LEFT BLANK

BMRCL

BMRCL

SECTION – 2 - INSTRUCTIONS TO TENDERERS

A. GENERAL

1. Description of the work

Bangalore Metro Rail Corporation limited (BMRCL), a Special Purpose Vehicle (SPV) established under the Companies Act, 1956 (hereinafter referred to as "BMRCL" or "the Company" or "the Employer" or "the Client"), invites Tenders following **Single Stage –Single cover Tender Procedure** from the eligible Tenderers for **"Annual Maintenance Contract for RO Drinking water units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations (BIET to APTS: 29 stations) including RSS Switch yard at Yelachenahalli Station and Peenya Depot"** (hereinafter referred to as "the works") as per terms and conditions contained in this Tender documents.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or BMRCL.

2.2 **Tenders from Joint ventures are not acceptable.**

2.3 The Tenderer should not have been blacklisted /debarred by any Government /Government undertaking /semi-Government /Govt. Controlled Institutions/projects in India, during last five (5) years. Also, the Tenderer should not have rescinded the Works after award of the Contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at Annexure3.

Note: Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.

2.4 Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate.

and

Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the "Competent Authority",

2.5 Only 'Class-I Local Tenderers' shall be eligible to bid.

3. Qualification of the Tenderer

Tenderers who meet the below specified minimum Qualification Criteria will only be qualified.

3.1 **Tender Capacity:**

Eligible Tenderers will be qualified only if their available Tender capacity is more than the total Tender value. The available Tender capacity will be calculated as under:

Assessed available Tender capacity = (A x N x 2.5 - B)

Where;

A = Maximum value of works executed in any one year during the last five years (updated to 2025-26 price level) taking into account the completed as well as works in progress (Ref Section 3)

N = Number of years prescribed for completion of the works for which Tenders are invited.

B =Value, at 2025-26 price level, of existing commitments and on-going works to be completed during the next 12 Months (i.e. Period of completion)

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be*

BMRCL CSW-L2

countersigned by the respective Employer in charge, not below the rank of an Executive Engineer or equivalent or Charted Accountant.

3.2 **Work Experience:**

3.2.1 The Tenderer should have executed the works/**have experience** in any of the following organizations during last five (5) years:

(i) In any Central Govt. /State Govt. /PSU's /Govt. Bodies /MES /Railway /CPWD /KPWD /Metro Rail Corporation.

3.3 All Tenderers shall provide the requested information accurately and in sufficient detail in **Section 3: Qualification Information**.

3.4 To qualify for award of this Contract,

(a) Each Tenderer in its name should have in the last five financial years i.e. 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25 achieved in at least Three (03) financial years an average annual financial turnover of **Rs. *7.98* Lakhs.**

(b) **i)** Each Tenderer in its name should have successfully completed or substantially completed 'similar works' during last five (05) years either of the following:

1)One (1) similar work costing not less than the amount equal to **Rs. *7.97* Lakh; ****
2)Two (2) similar works costing not less than the amount equal to **Rs. *6.38 Lakh*; ****
3)Three (3) similar works costing not less than the amount equal to **Rs. *4.78* Lakh; ****

And

ii) Each Tenderer in its name should have successfully completed or substantially completed 'similar works' during last five (05) years of the following:

1) One (1) similar work costing not less than the amount equal to **Rs. *5.34* Lakh; ****
2)Two (2) similar works costing not less than the amount equal to **Rs. *4.27 Lakh*; ****
3)Three (3) similar works costing not less than the amount equal to **Rs. *3.20* Lakh; ****

****Note: The values are Exclusive of GST.**

Note:

1) 'Similar Works' in **3.4(b)(i)** means **"Comprehensive / Annual Maintenance of STP / ETP Units"** and
in **3.4 (b)(ii)** means **"Comprehensive / Annual Maintenance of RO Units"**
2) The last five (5) years means the last five (5) years counted 28 days prior to date of Tender submission.
3) "**Substantially completed works**" means those works which are at least 90% completed as on the date of Tender submission (i.e., gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.
4) In case the Tenderer has executed works/ contract for a client, which includes "other works in addition to **similar woks**, then the Tenderer should provide a client certificate clearly indicating the amount of work done in respect of the "**similar work**" in support of work experience.
5) Work Completion Certificate shall be certified by Executive Engineer or above rank and considered to be valid.
6) The credentials of the Tenderer in case of works executed as a subcontractor can also be considered towards eligibility criteria with respect to Clause 3.4(b) of ITT (Instructions to Tenderers), subject to documentary evidence to establish traceability to the Client as in 3.2.1(i) above. The onus is on the Tenderer to prove the same.

BMRCL

BMRCL

3.5 Even though the Tenderers meet the above Qualification criteria they are subject to be disqualified if they have:

(a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

(b) record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

(c) Participated in the previous Tender for the same work, had quoted unreasonably high Tender prices, and could not furnish rational justification.

4. Cost of Tendering

4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and BMRCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

4.2 The Tenderers shall be deemed to have inspected and examined the site and collected all necessary information regarding all factors and conditions likely to influence in carrying out the work, before uploading on e-Procurement portal and submitting his Tender.

B. TENDER DOCUMENTS

5. Content of Tender documents

5.1 Tendering procedures and Contract terms are prescribed in the Tender documents. The Tender document shall include:

1. Notice Inviting Tenders (NIT)
2. Instructions to Tenderers (ITT)
3. Qualification Information
4. Form of Tender including Bill of Quantities (As published in e-Procurement Portal).
5. General Conditions of Contract (GCC)
6. Special Conditions of Contract (SCC)
7. Technical Specifications
8. Drawings
9. Proforma of Bank Guarantee
10. Annexures
11. Instructions for completing the Pricing document.

5.2 The Tenderer is expected to examine all Instructions, Forms, Terms, and Specifications in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender documents in every respect will be at the Tenderer's risk and may result in rejection of its Tender

6. Clarification of Tender Documents

6.1 Tenderers shall carefully examine the Tender documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Tenderer finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Tenderer shall at once address query(ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

6.2 The Employer will offer clarification to such queries received through e-Procurement portal up to the date specified therein.
Any such queries with details of clarification sought, will be uploaded in the e-Procurement portal (https://eproc.karnataka.gov.in) without disclosing the identity of the Tenderer seeking clarification. No separate future communication in this regard will be entertained.

BMRCL CSW-L2

6.3 While all efforts have been made to make the Tender document error free, the Tenderer is advised to check the same carefully and may seek clarification(s) if any within the scheduled period only. No claims on account of any error(s), detected in the tender document, shall be entertained.

7. Amendment of Tender documents

7.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an Addenda/ Corrigenda.

7.2 Such Addenda/Corrigenda will be uploaded in the e-Procurement portal. It will be the responsibility of the Tenderer to frequently check the e-Procurement portal for any Addenda/Corrigenda or any other updates issued from time to time and ensure submission of Tender accordingly.

7.3 Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender document issued previously. The Tenderers should acknowledge receipt of such addenda and list them in the Tender submittals.

7.4 The Tenderer is not permitted to make any alteration /modifications to the Tender conditions. No modifications to the specifications, item descriptions, etc. will be entertained.

C. PREPARATION OF TENDERS

8. Language of Tender

8.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translated version in English shall govern.

9. Documents comprising the Tender

9.1 The Tender submittals shall comprise the following documents and Tenderer shall upload clear and readable scanned copies of these documents on e-Procurement Portal.

9.1.1 **Qualification cum Technical Package**

a) Earnest Money Deposit (EMD) /Tender Security (in accordance with ITT Clause 14);
b) The Form of Tender (in the format indicated in Section 4);
c) Qualification Information Form and Documents (in accordance with Section 3) and any other submissions as per requirements of Tender Document;
d) Covering Letter stating any other matter in relation to his Tender which the Tenderer considers should be drawn to the particular notice of BMRCL.

And any other documents required to be completed and submitted by Tenderers in accordance with these instructions. **The documents listed under Sections 3 and 4 shall be filled in without exception.**

9.1.2 **Financial Package**

a) The Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Karnataka Public Procurement Portal only and **no hardcopy of commercials should be attached or disclosed elsewhere.**
The Tenderer shall fill in and complete the 'Bill of Quantities' in accordance with the 'Instructions for completing the Pricing Document', Section-11.

9.2 Original Documents (Hardcopy):

BMRCL

Tenderer

The Tenderer is required to submit the following documents in original (hard copy) within the time and place mentioned in ITT clause 16.7:

i) Tender Security/Earnest Money Deposit (EMD), as per clause 14,
ii) Notarized Power of Attorney and Board resolution (as applicable) as per ITT clause 15,
iii) Hardcopy of any other documents explicitly required in Tender document.

In case of failure in submission of the above documents within stipulated date, the Tender may be treated as incomplete and be liable for rejection.

9.3 Not used.

10. Form of Tender

The Tenderer shall complete the Form of Tender furnished in the Tender documents and submit duly signed and stamped along with the Qualification cum Technical Package and Financial Package.

The Tenderer shall submit the priced 'Bill of Quantities' indicating the percentage (Above or Below or At Par) and amount as published in the e-Procurement Portal.

11. Tender prices

11.1 The Contract shall be for the whole of the Works as described in Clause 1.0 of ITT, based on the priced 'Bill of Quantities' submitted by the Tenderer.

11.1.1 The quoted price shall be inclusive of all applicable Taxes, Cess (Including labour cess) and duties under the applicable Acts but **exclusive of SGST & CGST** as specified under GCC Clause 39. The SGST & CGST will be paid as applicable as per law.

11.1.2 The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

11.1.3 **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

11.2 The Tender is a **Percentage Tender**. The Cost of all the individual items shall be computed for the entire work and the Tender Premium (Above or Below or At Par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD Schedule of Rates of the respective year above or below or At Par Tender premium which the BMRCL has accepted. If the item required is not found in any of the Schedule of Rates of KPWD or CPWD, then the Rate shall be worked out as stipulated in GCC Clause 35.

11.3 The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, unless provided otherwise in the General Conditions of Contract.

11.4 A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.

11.5 Not used.

12. Tender Currency

12.1 Prices shall be quoted in Indian Rupees only.

BMRCL CSW-L2

13. Tender validity

13.1 Tenders shall remain valid for a period as specified in 'Appendix to Form of Tender' (Section 4) after the deadline date for Tender submission specified in Clause 17 of ITT. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his Earnest Money Deposit for a period of the extension, and in compliance with ITT Clause 14 in all respects.

14. Earnest Money Deposit (EMD) / Tender Security

14.1 The Tenderer shall furnish, as part of its Tender, interest free Tender Security/ EMD as per e-Procurement Portal.

14.2 The Earnest Money Deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 14.8.

14.3 The Tenderer shall pay/furnish an EMD (Tender Security) for the value indicated in e-Procurement portal in the following mode:

a) **Online payment** through e-Procurement portal, or

b) an irrevocable **Electronic Bank Guarantee (e-BG) or Bank Guarantee*,** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable & extendable at a designated branch in Bengaluru in the form given in Proforma A of Section 9 to the Tender document. However, 'Earnest Money Deposit' Bank Guarantee format is also available in https://tenderb.bmrc.co.in.

** In case of Tender Security/EMD issued in the form of Bank Guarantee, the Scheduled Bank issuing the Bank Guarantee should preferably be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall preferably be sent by the issuing bank to the Employer's Bank through SFMS.*

The issuing Bank shall send the SFMS as detailed under to:

Name: BANGALORE METRO RAIL CORPORATION LTD.,
Name of the Bank: BANK OF INDIA
Branch: CANTONMENT BRANCH, BENGALURU.
Account No.: 840420110000739
RTGS/IFSC: BKID0008404

The Scanned copy of the BG and a copy of "MT760COV (for Bank Guarantee message) /MT767COV (for Bank Guarantee amendment message) Report" sent by the BG issuing Bank, should be uploaded by the Tenderer in the e-Procurement Portal as a part of his Offer during Tender submission. The Tenderers should ensure that both the documents (scanned copy of BG and copy of SFMS message) are uploaded to the e-Procurement portal, failure of which, the Tender will be summarily rejected by the Employer. The Original Bank Guarantee shall compulsorily be submitted in the BMRCL office before scheduled date, time and place as specified under ITT clause 16.7. The Tenderer shall note that the Original Bank Guarantee is submitted through speed post / in person and if not received before the scheduled date and time as specified in ITT clause 16, the Tender will be summarily rejected.

BMRCL
BMRCL CSW-1.2

The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.

In case of non-reconciliation of online EMD (Tender Security) portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.

14.4 The Earnest Money Deposit shall be valid for a period as specified in 'Appendix to Form of Tender' (Section 4) and remain deposited with the Employer from the date of opening of Tenders. If the validity of the Tender is extended, the Earnest Money Deposit (EMD) shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by the Employer.

14.5 Tender Security/EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of Tender Security/ EMD and non-submission of hardcopy as per ITT clause 16.7 will be rejected by the Employer.

However, BMRCL reserves the right to accept or reject the Tender Security/EMD with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.

14.6 The Tender Security/EMD of unsuccessful Tenderers will be discharged/ returned upon the issue of LOA to the Successful Tenderer in pursuant to ITT clause 29.

14.7 The successful Tenderer's Earnest Money Deposit (EMD) will be discharged upon furnishing the Performance Security pursuant to ITT Clause 30 and signing of the Contract Agreement by the successful Tenderer in pursuant to ITT clause 29.

14.8 The Earnest Money Deposit (EMD) may be forfeited:

(a) If a Tenderer:
  (i) withdraws or amends or impairs or derogates its Tender during the period of Tender validity specified by the Tenderer on the 'Form of Tender'; or
  (ii) does not accept the correction of errors pursuant to ITT Clause 24.2; or

(b) In case of a successful Tenderer, if the Tenderer fails:
  (i) To sign the Contract Agreement in accordance with ITT Clause 29; or
  (ii) To furnish performance security in accordance with ITT Clause 30.

14.9 The Tender will be summarily rejected by the Employer in case of:

(i) Failure to deposit online EMD portion or failure to upload clear & readable copy of Bank Guarantee towards EMD.

(ii) Failure to submit the original Bank Guarantee /EMD to BMRCL office within the date & time specified,

(iii) If EMD(Tender Security) is in the form of Bank Guarantee and is from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule.

(iv) EMD (Tender Security) in the form of Bank Guarantee is from a Co-operative Bank.

(v) EMD (Tender security) amount is less than the required amount as mentioned in NIT.

(vi) Bank Guarantee's Validity is less than Tender as mentioned in ITT clause 14.5.

In case EMD (Tender Security) is in the form of BG, and BG validity fulfils the "Tender validity Period", but falling short in regard to period of "EMD (Tender Security) Validity', the Employer shall request such Tenderer(s) in writing to submit compliance EMD / Tender Security) within 10 (ten) working days from the date of request. Failure to provide a compliant EMD Tender Security)

BMRCL CSW-12

within the prescribed period shall cause the rejection of the Tender and it will be considered as non-responsive.

14.10 In case the Tenderer submits Electronic Bank Guarantee (e-BG), the UIN of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).

14.11 If the Tenderer has opted to submit the Tender Guarantee in the form of Electronic Bank Guarantee (e-BG), a copy of the e-BG shall invariably be included in the Tender Guarantee envelope as per Cl. 9.2 and also uploaded in e-Procurement portal in case of e-Procurement.

15. Format and signing of Tender

15.1 The Tenderer shall follow and submit the Tender documents in the respective formats prescribed under Section 9-Proforma.

15.2 The Tender submittals shall be typed or written in indelible ink (wherever required), which is to be scanned and digitally signed using Class-III digital signature by person(s) duly authorized to bind the Tenderer to the contract. Proof of authorization shall accompany the Tender in the form of notarized "Power of Attorney". All pages of the Tender where entries, amendments, corrections, alterations, erasures etc., have been made shall be initialized by the person(s) signing the Tender.

15.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

15.4 The Tender shall be submitted online using the Class II/ III Digital Signature of the authorized signatory of the Tenderer. The Tender shall be signed by a person holding Power of Attorney (POA) duly authorized to sign as follows:

(i) in case of Proprietary firm, the Power of Attorney shall be duly signed by the Proprietor;

(ii) in case of Partnership firm, the Power of Attorney shall be duly signed by all the partners or the partner/ partners holding the Power of Attorney; Copy of Partnership deed shall also be submitted

(iii) in case of Private/ Public Companies, the Power of Attorney from the legal representative of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of Company. Copy of Board Resolution, Constitution of Legal entity, Article of Incorporation or Other valid legal instruments shall also be submitted.

(iv) In case of Limited liability partnership (LLP), the Power of Attorney from the legal representative of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of Company. Copy of Board Resolution, Constitution of Legal entity, Article of Incorporation or Other valid legal instruments shall also be submitted

15.5 The original notarized 'Power of Attorney'or the documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.

D. SUBMISSION OF TENDERS

16. Sealing and Marking of Tenders

16.1 All the Tender proposals shall be digitally signed along with the other Qualifying documents and shall be submitted Electronically through Karnataka Public Procurement Portal on or before the last date and time for Tender submission as published therein.

16.2 Tenderer, in advance, should get ready the Proposal documents to be submitted as indicated in the Tender document /schedule in PDF/JPEG formats. The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the Tender document.

BMRCL CSW-L2

16.3 Tenderer should log into the Portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the last date & time for Tender submission.

16.4 Tenderer will be solely responsible for uploading the Tender submittals in e-Procurement portal. BMRCL will not be held responsible for consequential damages/losses/delay due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

16.5 The server time (which is displayed on the dashboard) will be considered as the standard time for referring the deadline for submission of the proposals by the Tenderers, opening of proposals etc. The Tenderers should follow this time during proposal submission.

16.6 The necessary certificates/documents in support of fulfilling the Eligibility Criteria and Technical requirements shall be scanned and attached to e-Procurement portal.

16.7 Original Documents to be submitted in hardcopy:

The Tenderer shall seal and submit the original documents listed in ITT clause 9.2 in original (hard copy) at BMRCL office within 5 days of last date of online Tender submission. Only the Tenders submitted online and the hardcopies will be considered for evaluation. The hardcopies should carry/accompany copy of "acknowledgement from Employer/e-Procurement Portal".

The envelope shall bear the following identification:

TENDER NO: .....

ORIGINAL SUBMITTALS OF QUALIFICATION CUM TECHNICAL PACKAGE AND FINANCIAL PACKAGE

BMRCL Office Address for submission of hardcopy[1]:

To

Deputy General Manager /Civil -L2)
Bangalore Metro Rail Corporation Ltd.,
Peenya Depot, Peenya Industrial Area
Peenya First Stage Bengaluru, PIN: 560058
Karnataka, India.

The Tenderers can submit the hard copies by 'Speed Post' or 'in person' at the above address during 11.00 am to 05.00 pm on all working days. In case, 5th day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy.

16.8 All Tenders shall be submitted without any deviations, alteration or modification, together with requisite Tender Security/EMD.

16.9 Telex, Facsimile or Emailed Tenders will be rejected.

16.10 Offer / Tender / Bid shall be as per the "Instructions to Tenderers", "General Conditions of Contract" and "Special Conditions of Contract" given in the Tender documents.

16.11 The Tenderer should avoid ambiguity in his Offer / Tender / Bid.

17. Deadline for submission of the Tenders

17.1 Tenders must be submitted online through Karnataka Public Procurement Portal (e-Procurement Portal) on or before the date and time specified in the e-Procurement Portal and in time submission of Tender is the responsibility of the Tenderer. Original Documents (Hard copy) as listed under ITT clause 9.2 shall be submitted in the place, date & time as specified in ITT clause 16.7.

BMRCL

17.2 The Employer may, at their discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 7, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subjected to the deadline as extended.

18. Late Tenders

18.1 In online e-Procurement Portal, the Tenderer shall not be able to submit the Tender after the last date and time for submission as the icon for the task in the e-Procurement Portal will be disabled. Hardcopies received by BMRCL after the deadline for submission as mentioned in ITT clause 16.7 will be rejected.
Hard copies of those Tenders which have been uploaded in the e-Procurement Portal successfully only will be considered for evaluation.

19. Modification and Withdrawal of Tenders

19.1 Tenderer may notify and correct or upload any relevant document in the portal till Tender submission date and time as published in the e-Procurement Portal.

19.3 No Tender shall be modified subsequent to the deadline for submission of Tenders.

19.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in ITT Sub-clause13.1 above or as extended pursuant to ITT Sub-clause13.2 may result in the forfeiture of the Earnest Money Deposit pursuant to ITT Clause 14.

E. TENDER OPENING AND EVALUATION

20. Tender opening

20.1 **Qualification Cum Technical Package and Financial Package:**

20.1.1 **Opening of Qualification Cum Technical Package and Financial Package of all Tenderers:**

First, the Employer will open the EMD/Tender Security and verify the Tender Security/EMD.

Further, the Employer will open the 'Qualification Cum Technical Package and Financial Package' of the Tenders whose EMD has been found acceptable, through e-Procurement Portal at the time and date specified in the e-Procurement Portal. If Tender Security/EMDs are not in proper form, the 'Qualification Cum Technical Package and Financial Package' will not be opened for such Tenderers.

Interested Tenderers or their authorized representatives who choose to attend or may view the same on the portal on the scheduled date and time from their end. In the event of the specified date for Tender opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.

20.1.2 The Tenderers will be examined for the following submittals:
- i) Presence of valid Tender Security/EMD
- ii) Presence of 'Qualification cum Technical Package and Financial Package' and all enclosures as per ITT clause 9.1 and,
- iii) Submission of original documents as per ITT clause 9.2.

20.1.3 The Employer will evaluate and determine whether each Tender

(a) meets the eligibility criteria defined in ITT Clause 2;
(b) is accompanied by the required Earnest Money Deposit as per stipulations in ITT Clause 14; and
(c) meets the minimum qualification criteria stipulated in ITT Clause 3.

The Employer will draw out a list of qualified Tenderers.

BMRCL
BMRCL
CSW-L2

20.1.4 Tenders which are not accompanied by a valid EMD / Tender Security, or are accompanied by an unacceptable or fraudulent EMD / Tender Security shall be considered as non-compliant and rejected. All decisions whether a Tender is non-responsive, unacceptable or whether a EMD/ Tender Security is fraudulent or unacceptable or non-compliant will be that of the Employer.

20.1.5 If any Tender contains any deviation from the Tender documents and /or if the same does not contain Tender Security in the manner prescribed in the Tender documents, then that Tender is liable for rejection. Incomplete Tenders in respect of above would be rejected.

20.2 **Financial Package**

20.2.1 The Tenderers' names, the Percentage rate (Above or Below or At Par), the Tender prices, the total amount of each Tender, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.2.2 Further, it is to be noted that mere announcement of the Tender prices, Total amount quoted by the Tenderers shall not be construed as Final until and unless the Employer declares the successful Tenderer taking into account the Cl. 22, 23, 24 and 25 below.

20.2.3 Conditional Tenders are not acceptable and will be summarily rejected.

20.2.4 The Employer shall prepare minutes of the Financial Package opening, including the information disclosed to those present in accordance with ITT Sub-clause 20.2.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.

21.2 From the time of Tender opening to the time of Contract award, no Tenderer shall contact the Procuring Entity on any matter related to the Tender, except on request and prior written permission.

21.3 Any effort by a Tenderer to influence the Procuring Entity in Tender Evaluation, Tender comparison or Contract award decisions will vitiate the process and will result in the rejection of the Tenderer's offer.

22. Clarification of Tender submittals

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT Sub-clause 24.

22.2 Subject to ITT sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

BMRCL CSW-L2

23.1 The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

The Employer may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 The Item rates and/or Percentage (above /below/at par) indicated in the Financial Package shall be final and no adjustment /corrections to the Tender prices shall be made on any account. The Employer will evaluate and compare the Financial Packages of all Tenders as stipulated under ITT clause 25.

24.2 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the unit rate/percentage and the line item total resulting from multiplying the unit rate by the quantity, the unit rate /percentage as quoted will govern, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate /percentage will be corrected.

24.3 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the Earnest Money Deposit shall be forfeited in accordance with Sub-clause 14.8 of ITT.

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 23. No Tender will be considered if complete requirements covered in the schedule is not included in the Tender.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to ITT Sub-clause24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered.

25.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers, and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

BMRCL
BMRCL
CSW-L2

25.4 The Tenders received will be evaluated by the Employer to ascertain the lowest acceptable Tender in the interest of the Employer, as specified in the specification and Tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

25.5 If the Tender of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in ITT Clause 30 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract, subject to condition as specified in Special Conditions of Contract.

F. AWARD OF CONTRACT

26. Award criteria

26.1 Subject to ITT Clause 28, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be

(a) eligible in accordance with the provisions of ITT Clause 2, and
(b) Qualified in accordance with the provisions of ITT Clause 3.

27. Employer's right to vary Quantities during the Contract

27.1 The Employer reserves the right during the pendency of Contract to increase or decrease the quantity of the items originally specified in the Bill of Quantity without any change in unit price or other terms and conditions as defined GCC Clause 34 and the respective Special Conditions of Contract.

28. Employer's right to accept any Tender and to reject any or all Tenders

28.1 Notwithstanding ITT Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action. In such a case, EMD shall be released / returned promptly.

28.2 BMRCL reserves the right to accept the Tender in part or full which is beneficial to BMRCL. BMRCL's decision in this regard shall be final and binding.

29. Notification of award and signing of Agreement

29.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, email, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

29.2 Unless until a formal agreement is prepared and executed, The Tender together with a" Letter of Acceptance" shall constitute a binding contract between both the parties.

BMRCL

29.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer within 30 days of receipt of LOA, the successful Tenderer will sign the Agreement and deliver it to the Employer.

29.4 Upon the furnishing of the Security Deposit by the Successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge its Earnest Money Deposit, pursuant to ITT Clause 14.

29.5 The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor.

30. Security deposit / Performance Security

30.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer, a Security deposit in accordance with GCC Clause 25 and format given in Proforma of **Section: 9** for an amount as specified in 'Appendix to Form of Tender' (Section 4).

30.1.1 Tenderer shall furnish an additional Performance Security for abnormally low quoted Tenders which shall be calculated as below:

(i) If the Tender price offered by the lowest Evaluated Tenderer is lower than 10% but upto 20% of the Estimated cost, then the additional performance security shall be calculated @ 10% of the difference in the (a) Estimated cost (as mentioned in NIT) - 10% of the estimated cost and (b) the Tender price offered by the lowest evaluated Tenderer.

(ii) If the Tender price offered by the lowest evaluated Tenderer is lower than 20% of the estimated cost then the additional performance security shall be calculated @ 15% of the difference in the (a) Estimated cost (as mentioned in NIT) - 10% of the estimated cost and (b) the Tender price offered by the lowest evaluated Tenderer.

30.2 Failure of the successful Tenderer to comply with the requirements of ITT Sub-Clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

31. Corrupt or Fraudulent practices

31.1 The BMRCL requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such Government Financed Contracts. In pursuance of this policy, BMRCL:

(a) defines, for the purposes of this provision, the terms set forth as follows:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

(ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of BMRCL/Government, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive BMRCL of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract.

BMRCL
BMRCL
CSW-L2

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 47.2 of the General Conditions of Contract.

32. One Tender per Tenderer

Each Tenderer shall submit only one Tender. A Tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

33. Site visit

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

G. PREFERENCE TO MAKE IN INDIA

34. Local Content

34.1 **Local Content (LC):**

Minimum "Local Content" (LC) shall be **90%for 'Class-I Local Tenderer'**

All Tenderers shall certify in their Tender that the Local Content in their Tender is >=90%.

Definitions of 'Class-I Local Tenderer's as mentioned in 'General Conditions of Contract' of this Tender document.

However, a Tenderer who has been debarred by any procuring entity, for violation of any Procurement Preference Order/Policy, shall not be eligible to participate in this bid process during the period of the debarment.

34.2 **Verification of 'Local Content' (LC):**

The Tenderer shall submit following documents:

Self-certification, as per Proforma given in 'Annexure-5', that the item/s offered meets the minimum 'local content'. Absence of such certificate in their Tender submittals shall disqualify the Tenderer:

34.3 a) Tenderers shall note that the declaration regarding Local Content and its correctness shall be the sole responsibility of the Tenderer/Contractor. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

b) Tenderers are advised to note the contents of Government of India Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by the 'Department for Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry regarding Public Procurement (Preference to make in India), with all its latest amendments as on the date of 'Notice Inviting Tender' for further clarification.

c) Tenderers are advised to note that the 'Local Content' is provided in this Tender as per the orders issued by respective Nodal Ministries as per Clause 14 of PP(PMI) Order dated 16.09.2020 and Ministry of Housing and Urban Affairs letter No K-14011/08/2017/MRTS-Coord Dated 14.10.2020.

d) Tenderers are also advised to note the contents of Government of India Office Memorandum No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 issued by the 'Department of Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry, regarding clarification on local content.

BMRCL CSW-L2

34.4 **Not Used**

35. Eligible Source Countries of the Tenderer

35.1 Any Tenderer, from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender only if the Tenderer is registered with the "Competent Authority".

['Competent Authority and Procedure for Registration' shall be as defined in Annexure-I of Order (Public Procurement No. 4) dated 23.02.2023 issued by Ministry of Finance, GoI].

Note:

Tenderers are advised to note and comply with the contents of Order (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India.

35.2 The successful Tenderer shall not be allowed to subcontract works to any Contractor from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, unless such Contractor is registered with the "Competent Authority".

35.3 In this regard, the Tenderer shall provide a certificate as per Proforma given in 'Annexure-6'. If such certificate given by the Tenderer whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

35.4 Not Used

- xxx -

BMRCL
BMRCL
CSW-L2

SECTION 3: QUALIFICATION INFORMATION

1.0 The information to be filled in by the Tenderer hereunder will be used for purposes of evaluating the eligibility and qualification of the Tenderer as provided for in Clause 3.1 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1	Constitution or legal status of Tenderer	(Attach copy)
	Agency in which Registered (with Registration No.)	..... (Attach Copy)
	Principal place of business:	.....

		Financial Year	Total Value of works for the year (Rs. Lakh)	Multiplication factor for updation of value of work done to 2025-26	Total value of Works updated to 2025-26 (Rs. Lakh)
1.2	Total value of works (*) executed and payments received year wise in the last five years (in Rs. Lakhs) #	2020-21		1.31	
		2021-22		1.23	
		2022-23		1.14	
		2023-24		1.07	
		2024-25		1.00	

* Value of similar work as defined in ITT clause 3.
# - Attach Certificate from practicing Chartered Accountant

1.3 Information on works which are yet to be completed and works for which Tenders have been submitted as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works** remaining to be completed (Rs. Lakh)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

** Attach Certificate duly attested by the Employer or Engineer in charge of the ongoing works.

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakh)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

.....
.....

1.4 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

.....
.....

BMRCL
CSW-L2

1.5 Work performed as Contractor (in the same name) on works of similar nature during the last five years counted as 28 days prior to the date of Tender submission. [With respect to ITT Clause 3.4 (b) and Note 6 of 3.4]

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of Work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

.....
.....
.....

- xxx -

BMRCL
BMRCL

SECTION 4: FORM OF TENDER

NIT No: BMRCL/2026-27/.../WORK_INDENT...

Description of Work: Annual Maintenance Contract for RO Drinking water units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations (BIET to APTS: 29 stations) including RSS Switch yard at Yelachenahalli Station and Peenya Depot

To:

The General Manager (Civil),
Bangalore Metro Rail Corporation Ltd (O&M Wing)
Admin Building, Peenya Depot,
Bangalore – 560 058,
Karnataka, India.

Dear Sir / Madam,

Having examined and understood the Instructions to Tenderer, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender notification BMRCL/2025-26/.... /WORK_INDENT... dated ..... including any addendum / amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender documents online through Karnataka Public Procurement Portal, which includes the following for the said work;

a) Tender Security / Earnest Money Deposit (EMD)
b) Qualification cum Technical Package and Financial package

I/We hereby agree to submit the original documents in hardcopy as stipulated under ITT clause 19.2.

I/We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Tender Documents, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the 'Bill of Quantities' which are made part of the Financial Package.

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit required by the Tender documents.

We undertake, if our Tender is accepted, to execute the Works in accordance with the Stipulated Completion Date specified in the 'Appendix to Form of Tender'.

If our Tender is accepted, we will submit the Performance Security for a sum equivalent to Ten (10) percent of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 25 of GCC.

We agree to abide by this Tender for the Tender validity period specified in ITT Clause 13 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that we comply with the eligibility requirements as per ITT Clause 2 and clause 3 of the Tender documents.

Dated this ..... day of ..... 20 ....

BMRCL CSW-L2

Yours faithfully,

_____

(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of

"....."

(To be submitted duly printed, signed and stamped by the authorized signatory of the Tenderer on Tenderer's letter pad).

(To be digitally signed, using Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage issued by any Certifying Authority recognized by CCA India), by the authorized signatory of the Tenderer on Tenderer's letter pad).

BMRCL

175

APPENDIX TO FORM OF TENDER

SALIENT FEATURES OF CONTRACTS (CONTRACT DATA)

Sl. No.	Reference Contract Clauses	Description
1.	Employer's Name & Address	Bangalore Metro Rail Corporation Limited (BMRCL) III Floor, BMTC Complex, K.H. Road, Shanthinagar, Bangalore- 560027. Karnataka, India.
2.	Warranty/ Defects Liability Period	NA
3.	Validity of Tender (ITT clause 13)	**120 days** from the latest date of submission of Tenders as per ITT clause 13.
4.	Tender Security / Earnest Money Deposit (EMD) (See Clause 14 of ITT)	Earnest Money Deposit (EMD) of **INR 53,258/- (Indian Fifty-three thousand two hundred fifty-eight rupees only)**
5.	Contractor's Name & Address with telephone No and e-mail id	*.....(To be filled in by the Tenderer) .....*
6.	Date and time of Tender Submission, Tender opening and place	• **Date for Tender Submission:** As specified in e-Procurement Portal • **Date for Tender Opening:** As specified in e-Procurement Portal • **Place:** Office of the Deputy General Manager, O&M, Civil -Line 2, *Bangalore Metro Rail Corporation Limited* First Floor, Administrative Building Peenya Depot, Bengaluru, PIN:560058 Karnataka, India.
7.	The Work consists of	Comprehensive Annual maintenance of RO and STP/ ETP Units
8.	Start Date	The date of issue of Letter of Acceptance.
9.	The Stipulated Completion Date for the whole of the Works	12 months from the start date.

BMRCL CSW-L2

Tenderer

10.	The following documents also form part of the Contract (See Clause 2.2 of GCC)	(1) Contract Agreement (2) Letter of Acceptance. (3) Instruction to Tenderers/ Bidders (4) General Conditions of Contract (5) Special Conditions of Contract (6) Form of Tender / Bid Form (7) Technical Specifications including scope of work (8) Bill of quantities (9) Drawings-Nil (10) Contractor's Proposals (11) All correspondence between the Tenderer and BMRCL from the date of issue of NIT and the date of issue of the LOA. (12) Any other document forming part of the Contract.
11.	The Site Data*	At Line-2 (29 stations) and Peenya Depot.
12.	Amount of **Performance Security** (See Clause 25 of GCC)	**10% of the Contract Value in INR.** In the event of variations during the execution of the Contract which result in payments to the Contractor over and above the original Contract Price, the Performance Security shall be suitably adjusted as per the request of the Employer. The Performance Security shall be in the form of **Demand Draft/ Pay Order/ Banker's cheque/ Electronic Bank Guarantee** or **Bank Guarantee** drawn on and **payable & extendable at a designated branch in Bengaluru.**
13.	Liquidated Damages (See Clause 40 of GCC)	The liquidated damages for the whole of the works are 0.1% of the contract value per day. The maximum amount of liquidated damages for the whole of the works is **ten percent (10%)** of final contract price.
14.	Penalty	If any RO, STP, or ETP unit remains non-operational beyond the maximum permissible time Specified in Section VII: Technical Specifications & Scope of Work BMRCL shall impose penalty as per clause 19 of SCC of Section 6.
15.	Program (see clause 34 of GCC)	NIL.
16.	Payment upon Termination – **Computation of additional cost to the Employer** (GCC Clause 47.1)	The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be **30 percent**.
17.	AS BUILT DRAWINGS (If applicable as per GCC Clause 45)	NIL

BMRCL
BMRCL
CSW-L2

BILL OF QUANTITY

Name of work: **Annual Maintenance Contract for RO Drinking water units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations (BIET to APTS: 29 stations) including RSS Switch yard at Yelachenahalli Station and Peenya Depot**

SCHEDULE

NON SOR ITEMS

Sl. No.	Description of item (with brief specification)	Unit	Qty	Unit Rate, in INR	Amount, in INR
1	Maintenance of existing drinking water purifiers in elevated stations(29 stations BIET to APTS) of line-2 including PNYD for a period of 1 year with skilled, unskilled man powers , tools and plants, Consumables , lead, periodical/immediate replacement of membranes, filters and replacement of electrical, plumbing fittings etc, as and when required attending emergencies, conducting joint water quality test with BMRCL staff along with testing kit at specified interval. Maintaining the water purifiers in perfect working conditions at all times and maintenance of test registrar etc complete and as directed by engineer in charge				
	15 LPH	Nos	21	10,341.23	2,17,163.83
	25 LPH	Nos	13	17,235.38	2,24,059.94
	50 LPH	Nos	28	21,544.01	6,03,232.28
	500 LPH	Nos	1	24,129.54	2,41,29.24
2.	Preventive maintenance by repairs/replacements of equipments like pumps air blowers, electrical motors, panel boards, pipes, cables, wire switch boards etc. complete which includes inspection charge of technician on daily basis process corrections, including providing / applying of chemicals, enzymes consumables, lubrications, replacement of media etc for the STP including minor repair spares etc.				
	Peenya Depot (STP & ETP)	Nos	1	2,15,442.72	2,15,442.72
	R4B Stations (5 nos STP)	Nos	5	1,72,353.82	8,61,769.10
	R3 Stations (3 nos STP)	Nos	3	1,72,353.82	5,17,061.46
				Sub Total -B	26,62,860.87

Abstract:

BMRCL CSW-L2

Sl. No.	Schedules	Amount (In Rs.) [Excl GST]
1	Schedule	26,62,860.87
	Total (Rounded off)	26,62,861.00

(Rupees Twenty-six lakhs Sixty-Two thousand Eight hundred sixty rupees Only)

Note:
Pricing document (Bill of quantities)- As published in e-procurement portal (**Ref: Section 11: Instructions for completing pricing document.**

BMRCL
CSW-L2

Tenderer

SECTION 5: GENERAL CONDITIONS OF CONTRACT (GCC)

Contents

A. GENERAL 37

1. DEFINITIONS 37
2. INTERPRETATION 39
3. LAW GOVERNING CONTRACT 39
4. EMPLOYER'S DECISIONS 39
5. DELEGATION 39
6. COMMUNICATIONS 39
7. SUBCONTRACTING 39
8. OTHER CONTRACTORS 39
9. PERSONNEL: 39
10. EMPLOYER'S AND CONTRACTOR'S RISKS 40
11. EMPLOYER'S RISKS 40
12. CONTRACTOR'S RISKS 40
13. NOT USED 40
14. CONTRACTOR TO EXECUTE THE WORKS 40
15. THE WORKS TO BE COMPLETED BY THE STIPULATED COMPLETION DATE 40
16. SAFETY 40
17. DISCOVERIES 40
18. POSSESSION OF THE SITE 40
19. ACCESS TO THE SITE 40
20. INSTRUCTIONS 41

B. TIME CONTROL 41

21. PROGRAM 41
22. EXTENSION OF THE TIME FOR COMPLETION 41
23. DELAY ORDERED BY THE EMPLOYER 41
24. MANAGEMENT MEETINGS 41
25. PERFORMANCE SECURITY / SECURITY DEPOSIT 41
26. NOT USED 42

C. QUALITY CONTROL 43

27. IDENTIFYING DEFECTS 43
28. TESTS 43
29. CORRECTION OF DEFECTS 43
30. UNCORRECTED DEFECTS 43
31. INSPECTIONS AND TESTS 43
32. ACCEPTANCE CERTIFICATES: 43

D. COST CONTROL 44

33. BILL OF QUANTITIES (BOQ) 44
34. VARIATIONS 44
35. PAYMENTS FOR VARIATIONS 44
36. SUBMISSION OF BILLS FOR PAYMENT 45
37. PAYMENTS 45
38. NOT USED 45
39. TAXES & DUTIES 45
40. LIQUIDATED DAMAGES 45
41. COST OF REPAIRS 45

E. FINISHING THE CONTRACT 46

42. COMPLETION 46
43. TAKING OVER 46
44. FINAL BILL / ACCOUNT 46

BMRCL CSW-L2

45. As built drawings and /or "Operating and Maintenance Manuals" 46
46. Termination 46
47. Payment upon Termination 47
48. Property 47
49. Release from performance 47

F. OTHERS **47**

50. Warranty/ Defects Liability Period 47
51. Force Majeure 48
52. Procedure for Resolution of Disputes 48
53. Patent Rights 48
54. Limitation of Liability 48
55. Governing Language 49
56. The Courts of Jurisdiction 49
57. Notices 49
58. Use of Contract Documents and Information; Inspection and Audit by the Government 49

BMRCL CSW-L2

SECTION -5

GENERAL CONDITIONS OF CONTRACT

A. General

1. Definitions

1.1 Terms which are defined in the 'Appendix to Form of Tender' are not also defined in the General Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

a. **"Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the Tender.

b. The **"Completion Date"** is the date of completion of the whole of the Works certified by the Employer in accordance with Sub Clause 42.1 of GCC.

c. The "**Contract**" is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in GCC Clause 2.2;

d. The **"Contractor"** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer. It means the person, firm or company with whom the order of the Works is placed and shall be deemed to include the Contractor's successors (approved by the Employer), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the contract;

e. The **"Contractor's Tender"** is the completed Tender document submitted by the Contractor to the Employer.

f. The **"Contract Value or Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

g. **"Days"** are calendar days; **"months"** are calendar months.

h. A **"Defect"** is any part of the Works not completed in accordance with the Contract.

i. The **"Defects Liability Period"** is the period mentioned in the 'Appendix to Form of Tender' and calculated from the Completion Date in accordance with Clause 50 of GCC.

j. **"Drawing"** means the drawing or drawings specified in or annexed to the specification;

k. The **"Employer"** or **"BMRCL"** means the Bangalore Metro Rail Corporation Limited or the person named as such in the Tender document and includes the legal successors or permitted assigns of the Employer,

l. **"Engineer"** means any person/party nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.

m. **"Engineer's representative"** means any person nominated by Engineer with the approval of the Employer who shall exercise the authority of the Engineer to the extent notified by the Engineer.

n. **"Equipment"** is the Contractor's machinery and vehicles brought temporarily to the Site to construct/ execute the Works.

BMRCL
BMRCL
CSW-L2

o. The **"Initial Contract price"** is the Contract Price listed in the Employer's Letter of Acceptance.

p. **"Letter of Acceptance"** means the letter or memorandum communicating to the Successful Tenderer the acceptance of his Tender and includes other communication modes included in the Instructions to Tenderers.

q. **"Materials"** are all supplies, including consumables, used by the contractor for incorporation in the Works.

r. **"Notice to proceed"** means the notice issued by the Employer to the Contractor to proceed with the works at the site.

s. **"Plant"** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

t. The **"Project Site"** or **"Site"** means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Employer for the purpose.

u. **"Appendix to Form of Tender"** is the Salient Features of Contract that defines the documents and other information which comprise the Contract.

v. **"Signed"** includes stamped, except in the case of acceptance of Tender or any amendment thereof;

w. **"Specification"** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

x. The **"Start Date"** shall be the date of issue of 'Letter of Acceptance' (LOA).

y. The **"Stipulated Completion Date"** is the date on which it is intended that the Contractor shall complete the Works. The Stipulated Completion Date is specified in the 'Appendix to Form of Tender'. The Stipulated Completion Date may be revised only by the Employer by issuing an extension of time.

z. A **"Subcontractor"** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

aa. A **"Variation"** is an instruction given by the Employer which varies the Works.

bb. **"Works"** means what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data/Description of the work/Technical specifications/Scope of works.

cc. **"Local Content"** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

dd. "**Class-I Local Tenderer/Supplier**" means a Tenderer or service provider, whose goods, services or works offered for procurement, has local content as prescribed for 'Class-I Local Tenderer' under ITT clause 34.

ee. Not Used

ff. Not Used

BMRCL CSW-L2 BMRCL

gg. "**L1**" means the lowest Tender received in this Tendering process as adjudged in the evaluation process as per the Tender.

hh. Not Used

ii. "**Nodal Ministry**" means the Ministry or Department identified pursuant to this Tender in respect of a particular item of goods or services or works.

jj. "**Procuring entity**" means "the Employer" or BMRCL, i.e. Bangalore Metro Rail Corporation Ltd.

2. Interpretation

2.1 In interpreting these General Conditions of Contract and Special Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. "Tender" / "Tendering" / "Tenderer" shall also mean "Bid" / "Bidding" / "Bidder". "Offer" also mean Tender / Bid.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Contract Agreement
(2) Letter of Acceptance.
(3) Bill of quantities
(4) Technical Specifications
(5) Drawings
(6) Special Conditions of Contract
(7) General Conditions of Contract
(8) Contractor's Proposal and
(9) Any other document listed as forming part of the Contract.

3. Law governing Contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 The Contractor may Subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing, subject to condition as specified in respective special conditions of contract. Subcontracting does not alter the contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel:

9.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

BMRCL CSW-L2

9.2 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BMRCL from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.3 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.4 **Compliance with Labour Regulations**

9.4.1 The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks, which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks, which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's risks

12.1 All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Not used

14. Contractor to execute the Works

14.1 The Contractor shall execute the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Stipulated Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and complete them by the Stipulated Completion Date.

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract or Notice to proceed, the reasonable extension of time may be given. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

BMRCL CSW-L2

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

B. Time Control

21. Program

21.1 Within the time stated in the 'Appendix to Form of Tender', the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works within 15 days from the date of issue of LOA or earlier as required by the Employer.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations.

22. Extension of the Time for Completion

22.1 The Employer shall extend the Time for Completion of the works if a Variation is issued and which makes it impossible for Completion to be achieved by the Stipulated Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Stipulated Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Variation and submitting full supporting information.

23. Delay ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

24. Management meetings

24.1 The Employer may require the Contractor to attend a Management meeting. The business of a Management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the Management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

25. Performance Security / Security Deposit

25.1 Within 20 days of receipt of notification communicated by the Employer by issue of "Letter of Acceptance", the Contractor shall furnish a Performance Security (including additional security for unbalanced Tenders, if required) for an amount as specified in **Appendix to Form of Tender (Section 4)** in one of the following forms:

(a) A crossed **Demand Draft / Pay Order / Banker's cheque** in favour of the "**Bangalore Metro Rail Corporation Ltd**," from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule**, payable at Bangalore.**

or

(b) An irrevocable **Electronic Bank Guarantee (eBG) or Bank Guarantee** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable & extendable at a designated branch in Bengaluru in the Form given in Proforma-B of Section 9 to the Tender documents. However, 'Performance Security' Bank Guarantee format is also available in https://tenderb.bmrc.co.in.

BMRCL CSW-L2

In case furnishing of an acceptable Performance Security is delayed by the Contractor beyond the period provided in GCC clause 25.1, the Employer may forfeit the Earnest Money Deposit / Tender Security.

25.2 On the performance and completion of the Contract in all respects the Performance Security will be converted into Guarantee to warrant the Defect Liability obligations of the Contractor. The Performance Security shall be valid up to 03 months beyond the Defects Liability Period for the Entire Work and the additional security for unbalanced Tenders shall be valid until a date 30 days from the date of issue of the certificate of completion. The Performance Security will be returned within 03 months after satisfactory completion of Defects Liability Period.

25.3 The Employer shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the Contract under reference or any other Contract with the Employer.

The Employer shall also be entitled to deduct from the amount of the Performance Security any loss or damage which the Employer may suffer or be put by reason of or due to any act or other default, recoverable by the Employer from the Contractor in respect of the Contract under reference or any other Contract.

On occurrence of either of the aforesaid events, the Employer shall call upon the Contractor to maintain the amount of the Performance Security as its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Employer shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Employer.

25.4 The Performance Security shall remain in full force and effect during the period that would be taken for satisfactory performance/ completion of the Works and fulfillment in all respects of the Contract and shall in the first instance be valid until 3 months beyond the Defects Liability Period. Before the expiry of the date of validity of the Performance Security, the Contractor on being called upon by the Employer from time to time shall obtain from the Guarantee Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Employer at least thirty days before the date of expiry of the Performance Security on each occasion.

25.5 As and when an amendment is issued to the Contract, the Contractor shall, within 15 days of the receipt of such an amendment furnish to the Employer an amendment to the Performance Security rendering the same valid for the Contract as amended and up to 3 months beyond amended completion of Defects Liability Period. All expenses of this shall be borne by the Contractor.

25.6 The Performance Security and or any amendment thereto shall be executed on a non-judicial stamp paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so.

25.7 If the Contractor, having been called upon by the Employer to furnish Performance Security, fails to furnish the same, it shall be lawful for the Employer:

i) to recover from the Contractor the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any Contract with the Employer or the government or any other person Contracting through the Employer or otherwise however, OR

ii) to cancel the Contract or any part thereof and to execute or authorize to execution of the Works at the risk and cost of the Contractor and in that event the provisions of clause 46 & 47 shall apply as far as applicable.

26. Not Used

C. Quality Control

27. Identifying defects

27.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

28. Tests

28.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it has a defect, the Contractor shall pay for the test and any samples. If there is no defect, the testing charges shall be borne by the Employer.

29. Correction of Defects

29.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the 'Appendix to Form of Tender'. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

29.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

30. Uncorrected defects

30.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount or will be recovered from any amount due to the Contractor from the Employer including Performance Security.

31. Inspections and Tests

31.1 The Employer or its representative shall have the right to inspect and/or to test the materials or works to confirm their conformity to the Contract specifications at no extra cost to the Employer. Special Conditions of Contract and the Technical Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

31.2 Should any inspected or tested materials fail to conform to the specifications, the Employer may reject the materials or Works and the Contractor shall either replace the rejected materials or make alterations /rectifications necessary to meet specification requirements free of cost to the Employer.

31.3 The Employer's right to inspect test and where necessary, reject the materials or Works at Project Site shall in no way be limited or waived by reason of the materials or Works having previously been inspected, tested and passed by the Employer or its representative prior to the dispatch of the materials.

31.4 Nothing in GCC Clause 31 shall in any way release the Contractor from any warranty or other obligations under this Contract.

32. Acceptance Certificates:

On successful completion of acceptability test, receipt of deliverables etc., and after the Employer is satisfied with the completion of the Works, the Acceptance Certificate signed by the Contractor

BMRCL
BMRCL
CSW-L2

and the representative of the Employer will be issued. The date on which such certificate is signed shall be deemed to be the date of successful acceptance of the Works.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction/Works including installation, testing, and commissioning work (if any) to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation. If the Construction and/or Manufacture Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to ±25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible, the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1, 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

BMRCL CSW-L2

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 Not used

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of;

(i) value of the quantities of the items in the BOQ completed and

(ii) Valuation of Variations.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, if any, other recoveries in terms of Contract and taxes, at source, as applicable under the law. Labour cess at 1% (One Percent) shall be deducted from the bills towards BOCW (Building and Other Construction workers welfare. The Employer shall pay the Contractor within 60 days of submission of complete and valid Bill without any deficiency. The Contractor shall be liable to pay liquidated damages for shortfall in progress.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Not Used

39. Taxes & Duties

39.1 The Contract Price quoted by the Contractor shall be in accordance with the respective Special Conditions of the Contract and the Employer will perform such duties in regard to the deduction of taxes at source as per applicable Law.

40. Liquidated damages

40.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the 'Appendix to Form of Tender' for each day that the Completion Date is later than the Stipulated Completion Date (for the whole of the Works or the milestone as stated in the 'Appendix to Form of Tender'). The total amount of liquidated damages shall not exceed the amount defined in the 'Appendix to Form of Tender'. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

40.2 If the Stipulated Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

41. Cost of repairs

BMRCL CSW-L2

41.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

42. Completion

42.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

43. Taking over

43.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

44. Final Bill / Account

44.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's Final Bill / Account, if it is correct and complete. If it is not, the Employer shall issue within 90 days a Schedule that states the scope of the corrections or additions that are necessary. If the Final Bill / Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised Final Bill / Account.

45. Not used.

46. Termination

46.1 The Employer may terminate the Contract if the contractor causes a fundamental breach of the Contract.

46.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within thirty (30) days of receipt of notice of failure from BMRCL or within such further time period as BMRCL may have subsequently approved in writing;

(d) the Contractor does not maintain safety and security which is required;

(e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the 'Appendix to Form of Tender', and

(f) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

(ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender

BMRCL CSW-L2

submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

46.3 When either party to the Contract gives notice of a breach of Contract to the Employer for a cause other than those listed under Sub Clause 46.2 above, the Employer shall decide whether the breach is fundamental or not.

46.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

46.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

47. Payment upon Termination

47.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the 'Appendix to Form of Tender'. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

47.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

48. Property

48.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a contractor's default.

49. Release from performance

49.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. OTHERS

50. Warranty/ Defects Liability Period

50.1 The Contractor warrants that all Works executed under this Contract shall have no defect arising from materials or workmanship (except when the material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied materials or the Works in the conditions prevailing in the country of final destination.

50.2 This warranty shall remain valid for a period specified in Appendix to Form of Tender after the materials or Works or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Contractor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall at its discretion either:

BMRCL BMRCL CSW-L2

a) make such changes, modifications, and/or additions to the Works or any part thereof as may be necessary in order to attain the Contractual guarantees specified in the Contract at its own cost and expense and to carry out further Performance Tests in accordance to respective Special Conditions of Contract; OR

b) pay liquidated damages to the Employer with respect to the failure to meet the Contractual guarantees. The rate of these liquidated damages shall be as per GCC clause 40 or respective Special Conditions of Contract or as specified in the Technical Specifications.

50.3 The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.

50.4 Upon receipt of such notice, the Contractor shall, within the period of 3 days and with all reasonable speed, repair or replace the defective Works or parts thereof, free of cost at the ultimate destination. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period from the date of replacement/repair/renewal.

50.5 If the Contractor, having been notified, fails to remedy the defect(s) within 3 days, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

51. Force Majeure

51.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

51.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

51.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

52 Settlement of Disputes

52.1 The Employer and the Contractor shall make every effort to resolve amicably through negotiation any disagreement or dispute arising between them under or in connection with the Contract.

53. Patent Rights

53.1 The Contractor shall indemnify the Employer against all third-party claims of infringement of Intellectual Property rights of patent, trademark or industrial design rights arising from use of the materials or design or data or any part thereof in India.

54. Limitation of Liability

54.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 53,

BMRCL CSW-L2

a) The Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and

b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Works / equipment.

55. Governing Language

55.1 The Contract shall be written in English language. Subject to GCC Clause 3, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

56. The Courts of Jurisdiction

56.1 Any suit or application, arising out of any dispute or difference on account of this Tender shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

57. Notices

57.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or cable or telex or by hand (duly acknowledged) and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

58. Use of Contract Documents and Information; Inspection and Audit by the Government

58.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

58.2 The Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 58.1 except for purposes of performing the Contract.

58.3 Any document, other than the Contract itself, enumerated in GCC Clause 58.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so, required by the Employer.

58.4 The Contractor shall permit BMRCL to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the BMRCL, if so, required by BMRCL.

-- XXX ---

BMRCL CSW-L2

PAGE INTENTIONALLY LEFT BLANK

BMRCL
CSW-L2

SECTION 6: SPECIAL CONDITIONS OF CONTRACT

1. General

The following Special Conditions shall be read in conjunction with the Section 5: General Conditions of Contract including Amendments/ Corrigendum thereto. If any provision in these Special Conditions is at variance with that of the aforesaid documents, the later shall be deemed to take precedence there over.

2. Scope of Work / Inspection of Site

The Tender is percentage Tender. The cost of all the individual items shall be computed for the entire work and the Tender premium (plus or minus or at par) on the Total cost shall be quoted. The work under this Contract comprises of entire completion of the works described in the document and as specified in the Technical Specifications, Tenderer are advised to visit the Site(s) and ascertain for themselves the exact scope of work and its Working Conditions, viz. Working Hours, Availability of Site(s), availability of labour and materials and such other relevant conditions which effect the execution and the entire completion of the works etc. and quote their Tenders (Percentage) accordingly. Any claim whatsoever will not be entertained by the BMRCL at a later date. For the purpose of inspection of site, the Tenderer is advised to contact the Engineer who will give reasonable instructions/facilities thereof. The Tenderer shall be deemed to have inspected the site and its surrounding beforehand and taken into account all relevant factors pertaining to site in the preparation and submission of this Tender.

3. Subcontracting (GCC Clause 7)

The Contractor shall not sub contract the works.

4. Compliance with labour regulations (GCC Clause 9.4)

During continuance of the Contract, the Contractor and his subcontractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the Competent Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules / regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of Security Deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Subcontractor in no case shall be treated as the employees of the Employer at any point of time.

5. Safety (GCC Clause 16)

Fire Precautions:

5.1 The Contractor, his agents, representative, workmen etc., shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area.

5.2 Motor transport vehicles, if any allowed by the Engineer to enter the restricted area, must be fitted with serviceable fire extinguishers.

BMRCL CSW-L2

6. Access to the Site (GCC Clause 19)

Security and Passes:

6.1 Contractor's attention is invited to condition that, he shall employ only Indian Nationals after verifying their antecedent and loyalty. The Contractor shall, maintain list of his agents, employees and work people concerned and shall satisfy the Engineer as to the bonafides of such people, and submit to the Engineer / Employer on demand.

6.2 The Employer shall at his discretion have the right to issue passes as per rules and regulations of the installation. area in force to control the admission of the Contractor, his agents' employees and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the Engineer or the authorities concerned and, in any case on completion of work.

6.3 The Contractor and his agents, employees and workers shall observe all the Rules promulgated by the authority controlling the installation area in which the work is to be carried out. e.g. Prohibition of smoking and lighting, fire precautions, search of persons on entry and exit, keeping to specific route, observing specified timing, etc., nothing extra shall be admissible for any man hours, etc., lost on this account.

6.4 **Conditions of working in restricted area:**

Work under this Contract lies in restricted area.

6.4.1 **Visit to site within the restricted area**

Permission to enter the restricted areas at the time of submission of Tenders can be obtained through the Employer or his authorized Representative. Tenderers are advised to send prior intimation of their agents, representatives etc., if any, dates and time of their proposed visit so that necessary arrangements may be made by Employer to secure admission. Whether a Tenderer visits the site or not he shall be deemed to have full knowledge of the restriction of entering into/exit from and working within the restricted area.

6.4.2 **Entry/Exit**

The Contractor, his agents/representatives, workmen etc., and his materials, carts, trucks or other means of transport etc., will be allowed to enter through and leave from only such gate or gates and such times as the employer or authorities in charge of the restricted areas may at their sole discretion permit to be used. The Contractor's authorized representatives are required to be present at the place of entry and exit for the purpose of identifying his carts, trucks etc., to the personnel in charge of the security of restricted areas.

6.4.3 **Identity Cards or Passes**

The Contractor, his agents and representatives are required individually to be in possession of an identity Card or Pass duly verified by the Employer or his authorized Representative. The identity card or pass will be examined by the Security Staff at the time of entry into or exit from the Restricted Area and also at any time or number of times inside the Restricted Area.

6.4.4 **Identity of Workmen**

(i) Every workman shall be in possession of an identity card. The Identity Card will be issued after thorough investigation of the antecedents of the labourers by the Contractors and attested by Officer-in-Charge of the unit concerned in accordance with the Standing Rules and regulations of the units.

(ii) Contractor shall be responsible for the conduct and action of his workmen, agents or representatives.

BMRCL CSW-L2

6.4.5 **Search**

Thorough search of all persons and transport shall be carried out at each gate and for as many times as the gate is used for entry or exit and may also be carried out at any time or any number of times at the work site within the Restricted area.

6.4.6 **Working Hours**

6.4.6.1 Maintenance activities shall be undertaken at the designated metro stations and depot on a continuous 24/7 basis. All reported issues must be attended with necessary repairs completed within one day from the time of reporting the issue by the respective stations or depot.

6.4.6.2 The exact working hours, days and non-working days observed for the restricted area, where works are to be carried out shall be deemed to have been ascertained by the contract or before submitting his tender. The Tenderer's attention is, invited to the fact that the total number of working hours for a restricted locations are prescribed in Regulations and they cannot be increased by the BMRCL.

6.4.6.3 Contractor's materials, transport etc., shall normally be permitted to go out of the area (Metro Stations) between 9.00 PM to 6.00 AM only.

6.4.7 **Work on Holidays**

(i) The Contractor shall not carry out any work on Gazetted Holidays/Weekly holidays and other non-working days except when he is specially authorized in writing to do so by the Engineer or his Representative. The Employer may at his sole discretion, declare any day as holiday or non-working day without assigning any reasons for such declaration.

(ii) The Contractor shall provide adequate lighting and safety arrangements when working on holidays. No increase in rates or additional payments shall be admissible for night work to the contractor by the Employer.

6.4.8 **Access to restricted area after completion of Works**:

After the works are completed and surplus stores etc., are removed, the Contractor, his agents, representatives or workmen etc., may not be allowed to have access to the restricted area except for attending any rectification of defects pointed out to him by the Engineer /Employer.

6.4.9 **Water**

Water will not be supplied by the BMRCL. The contractor shall make his own arrangement from the earmarked location.

6.4.10 **Co-operation with other Agencies**

Not used

6.4.11 **Electric Supply**

Electricity shall be provided on chargeable basis considering the unit rate charged by BESCOM to BMRCL (i.e. based on the prevailing rate/s of BESCOM), if available and feasible. Otherwise, the Contractor shall make his own arrangements at his own cost, for Electrical Power and gas required for his works. Work shall not be delayed for non-availability of electricity/gas.

6.4.12 **Emergency Works**

If, because of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work, under intimation to the Engineer.

7. Inspections and Tests (GCC Clause 31)

BMRCL CSW-L2

7.1 **Inspections and tests at final acceptance are as follows:**

(i) The inspection of the materials / Works shall be carried out to check whether the materials / Works are in conformity with the Technical Specifications attached to the Contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of Contract. Following broad test procedure will generally be followed for inspection and testing of works.

(ii) The acceptance test will be conducted by the Contractor in presence of the Employer/ Engineer / their representative or any other person nominated by the Employer / Engineer. The acceptance will involve trouble-free operation. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of the Works should occur.

(iii) In the event of the materials / Works failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Employer reserves the rights to get the Works replaced / redone by the Contractor at no extra cost to the Employer.

7.2 **Materials and Samples**

7.2.1 The contractor shall produce samples of all materials/articles, fittings, accessories etc., that he proposes to use in the Works and get it approved in writing by the Engineer before incorporating in the work. The materials, articles etc., as approved shall be labeled as such and shall be signed by the Engineer and contractor's representative. The samples shall be kept in the custody of the Engineer till payment of final bill.

7.2.2 Materials provided by the contractor for incorporation in the work shall unless otherwise specified in the Technical specifications, comply with the requirement of the latest relevant Indian Standard (IS) in the website of BIS i.e. www.bis.org.in and as specified in 'Karnataka Building Specifications (KBS)', 'Karnataka Roads & Bridges Specifications (KRBS)' and 'Karnataka Public Works Ports and Inland Water Transport Department (KPWP&IWTD)', Bangalore Circle. In case of any difference / discrepancy on the above, the condition in the interest of BMRCL shall prevail.

8. Variations (GCC Clause 34)

Total variation under the Contract shall be limited to ± 25% of the Total Original Value of the Contract.

9. Payments for Variations (GCC Clause 35)

Payments for variations shall be made in accordance to GCC Clause 35.

10. Taxes and Duties (GCC Clause 39)

10.1 The Contract price shall be inclusive of cess (including labour cess charges) and duties under the applicable law but exclusive of SGST & CGST. BMRCL shall pay the output SGST & CGST as invoiced by the contractor to BMRCL.

10.2 **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

10.3 The Contract Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Tender Price.

10.4 The Contractor shall be entirely responsible for license fees and any other incidentals incurred until completion of the whole of the Works and handover to the Employer.

BMRCL CSW-L2

10.5 The Contractor shall maintain complete records of duties, other taxes and levies, etc., payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

10.6 Any increase in SGST & CGST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the extension of time". However, this shall not be applicable for "Variations".

11. Termination (GCC Clause 46)

11.1 The Fundamental breach of the Contract shall also include that "the Contractor has contravened SCC Clause 3 (Subcontracting) and GCC Clause 9 (Personnel).

11.2 In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 46, the Employer;

(i) shall forfeit the performance Security, and

(ii) may carry out the Works, upon such terms and in such manner as it deems appropriate, Works similar to those incomplete, and the Contractor shall be liable to the Employer for any excess costs for such similar Works. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

12. Settlement of Disputes (GCC Clause 52)

(a) In case of any Dispute in settling claim or any other matter, the dispute settlement mechanism shall be as per GCC clause 52. Decision of BMRCL shall be final in this regard and binding on both parties.

(b) Notwithstanding any dispute herein:

(i) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree and,

(ii) The Employer shall pay the Contractor, any monies due to the Contractor.

13. Notices (GCC Clause 57)

For the purpose of all notices, the following shall be the address of the Employer and Contractor.

Employer:

Bangalore Metro Rail Corporation Limited (BMRCL)
III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore- 560027.
Karnataka, India.

Contractor:

.....
.....
(To be filled in after the award of Contract).

14. Use of Contract Documents and Information; Inspection and Audit by the Government (GCC Clause 58)

14.1 **Security of Classified Documents:**

The Contractor shall not communicate any classified information regarding work to others without prior approval of Engineer. The Contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of works and he shall return all documents after completion of works or on earlier determination of Contract. The

BMRCL CSW-L2

Contractor shall along with final bill, attach a receipt from the Engineer in respect of his having returned the classified documents as per condition of General Conditions of Contract.

15. Protection of Environment (New Clause)

15.1 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the Contract, the Contractor and his Subcontractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

16. Approved Materials (New Clause)

16.1 The Contractor shall obtain approved materials from manufacturers authorized stockiest where such authorized stockiest have been appointed. The Contractor shall produce original receipt voucher of the same.

16.2 The contractor shall ensure that approved materials are brought to site in original sealed containers/ packing, without breaking manufacturer's markings.

17. **Contract Extension**

At the discretion of the employer, the contract period may be suitably extended till completion of the work in consultation with the contractor, with the same terms and conditions of the contract.

18. Payment (GCC Clause 37)

BMRCL has registered itself in TReDS Platform for acceptance of Contractor's bills (factor unit), in case the contractor opts for the same.

19. Penalty

RO unit

If any RO unit remains non-operational beyond the maximum permissible time specified in Section 7 of the Technical Specifications & Scope of Work, due to faults, non-availability of spare parts, inadequate attention, or any other reason attributable to the Contractor, BMRCL shall impose a penalty of Rs. 500 (Rupees Five Hundred) per unit per day for each such instance.

No maintenance charges shall be payable by BMRCL for the period during which the RO unit remains non-functional.

ETP & STP Unit

Non-functioning of the ETP and STP units shall be rectified within the time limits specified in Section 7 of the Technical Specifications. Failure to address and resolve the issue within the stipulated time shall attract a penalty of Rs. 1,000 (Indian Rupees One Thousand) per day for each instance. No maintenance charges shall be payable by BMRCL for the duration during which the ETP and STP units remain non-functional.

Note: In addition to the provision stated above, BMRCL reserves the right to levy extra penalties for any negligence in meeting the required water quality parameters, (All testing and retesting cost will be borne by Contractor itself). And the penalty structure is defined as follows,

For R O unit- Rs 500 per instance
ETP and STP - Rs.1000 per instance

--- xxx ---

BMRCL CSW-L2

Tenderer

SECTION 7 – TECHNICAL SPECIFICATION

1. SCOPE OF WORK

1. **Annual maintenance of Existing Drinking water fountains (RO/UV)**

The Annual maintenance contract (AMC) shall cover following Drinking water 21 no of 15LPH, 13 nos of 25 LPH capacity, 28 no of 50 LPH, and 1 no of 500 LPH capacity., which includes Preventive maintenance (Fortnight, monthly, quarterly, half yearly) and also break down/Corrective maintenance on a 24 hours x7 days per week basis, during the AMC period. The AMC shall be governed by relevant terms and conditions. The contractor shall maintain the R.0/UV plants& RO, UV/ Cooler in such a way to ensure trouble free functioning throughout the AMC period of One year.

1.1 **Deployment of staff**: The contractor shall engage and deploy well trained and competent technical personnel, to ensure regular preventive maintenance as well as the corrective /breakdown maintenance as per the requirement of the contract to ensure trouble free service thought-out the AMC period of one year

1.2 **Fault rectification Duration time**: Generally, within 8 hours of reporting by the Employer/authorized representative of the Employer. The fault may be attended & rectified to the satisfaction of the employer. The contract covers all the consumables, spare parts and membrane etc. (quality of consumables items such as filters, membrane, spare parts should be as per Indian standard and ISI marked) nothing shall be paid extra in this account. Break down maintenance includes repair and replacement of the following parts free of charge during the AMC Period: - a) All kinds of filters b) Pre-filter candle c) Carbon block d) RO Membrane e) Flow Restrictor Tube f) Post Carbon Filter g) RO Pump h) Adapter i) All Valves j) PCB (circuit) k) TDS Controller l) SV (Stopper) m) Motors n) Worn out parts etc.

1.3 **Monthly Quality Check**: The contractor shall in consultation with the employer chalk out a programme for monthly, quarterly checking of R.0/ UV plants with BMRCL's authorized representative & conduct inspection of R.O/ UV plants & test jointly, as may be required to check the quality of water and enter the readings etc., in the joint inspection register duly affixing their signatures. For this purpose, the contractor has to maintain the Joint Inspection Register and testing kit in proper working condition. The Joint Inspection Register needs to be submitted to the employer as and when required. The contractor shall maintain the R.0/UV plants& RO, UV/ Cooler in such a way that following parameters are achieved. All the testing equipment and material will be arranged by firm and nothing extra shall be paid on this account.

Sl no	Characteristics	Desirable Limit
1	PH value	6.5-8.5
2	Total Dissolved Solids (mg/- max)	500
3	Total hardness as caco3 (mg/-max)	300
4	Taste and colour	Unobjectionable
5	Total coli form bacteria (E-coli)	0.2*or Shall not be detectable 4 5 in any 100ml sample.

* Residual Chlorine should be minimum 0.5 mg/L to protection against to viral infection.

2. **Comprehensive Annual maintenance of Existing Sewage Treatment Plant and Effluent Treatment plant**

- Providing Operators for the Maintenance, which includes cleaning of manual screens, Operation of Membrane Bio Reactor (MBR) Plant, Cleaning of Membranes etc.

BMRCL Accepted BMRCL CSW-L2

- A Supervisor, Mechanical / Electrical Technician shall be available as and when required for preventive maintenance. The Services of a trained engineer to be deputed on a need basis
- During PCB inspection, representative shall be present at the site.
- Analysis report for the samples to be submitted.
- Providing Chemicals such as chlorine, Citric acid, HCL, Caustic Soda, Enzymes for aeration process, lubricants for the equipment's etc.
- Servicing of the panel boards, blowers etc., as and when required.

2.1 **Sewage Treatment plant and Effluent Treatment Plant: (R4B- 5 Nos, R3C 3 Nos & at Peenya Depot (1no of STP & ETP)**

a) Collection of sample Sewage from individual units at the point of discharge to BMRCL sewer, conducting tests on them to ascertain that these are within the standards fixed by KSPCB, informing BMRCL of the results and initiating remedial action.
b) Name and detailed description of chemicals to be used for treatment if required and their specification may be mentioned.

2.1.1 **DUTIES AND OBLIGATIONS: Duties of Operators & Staff Employed:**

a) The Contractor should submit the names of the persons engaged for the work and they have to report to the Engineer-In-Charge on day-to-day basis. Persons employed should not be changed frequently. In case of change the same will be intimated to the employer.
b) Operation and the maintenance of STP and ETP system comprising of various pumps, motors, blowers, pipelines, setting tanks, filter unit, booster pumps, etc. together with the electrical panels and connections. The Contractor has to keep the area of plant neat and clean.

2.1.2 **REPAIRS:**

a) The contractor has to do all repair work which are repairable at site by the Operator/Technician on duty immediately, for which no additional labour charge will be paid.
b) Except above if there are any other repair work which are not possible to be repaired at site by the Operator/Technician on duty, that should bring to notice of BMRCL Engineer immediately and same should be repaired from outside by original manufacturer/ manufacturer Authorized dealer. Under no circumstances shall the plant remain in a breakdown condition for more than 8 hours. In the event of breakdown/shut down the onus of attending to the problem in the shortest possible time will rest on the Contractor failing which BMRCL is empowered to get the breakdown/shut down any defect rectified from any outside agency at the risk and cost of the Contractor and make necessary deductions from their bills. The Contractor has to keep all the area and surroundings at the site neat and clean and dump the scrapped materials at the scrap yard. It will be Contractor's responsibility to maintain STP and ETP, Plant in healthy state all the time, to plan and undertake preventive maintenance of STP at regular intervals and attend routine maintenance activity every day. Contractor should make a service report for all the maintenance jobs carried out and get it counter signed by the Engineer-in-charge. The BMRCL will provide the necessary registers. Contractor Signature and Seal.
c) The Contractor has to carry out necessary treatment to the sewage so as to get the following:

2.2 **SEWAGE CHARACTERISTICS**

BMRCL Accepted/12 BMRCL CSW-L2

The Contractor has to carry out necessary treatment to the sewage so as to get the following:

- .Raw sewage characteristics:

Parameters	Units	Values
PH	PH unit	6.0-8.5
BOD5	mg/lt	250-300
Suspended solids	mg/lt	150-300
COD	mg/lt	500-600
Ammonical Nitrogen	mg/lt	20-25
Hardness as CaCo3	mg/lt	200

- **Treated Sewage Water must meet the following values**

Parameters	Units	Values
PH	-	7.0-8.0
BOD5	mg/lt	<20
Suspended solids	mg/lt	<30
COD	mg/lt	<150
Ammonical Nitrogen	mg/lt	<15
Hardness as CaCo3	mg/lt	<15

The Contractor shall carry out water testing at regular intervals, at least once every month, and additionally whenever instructed by BMRCL. All test reports shall be submitted to the Engineer-in-Charge on a priority basis. The Contractor shall also submit a monthly Test Certificate for sewage water, covering both pre-treatment and post-treatment conditions. These certificates must be obtained from laboratories authorized by the Karnataka State Pollution Control Board and shall include parameters such as BOD, COD, pH, TSS, Oil & Grease (O&G), and any other required indicators. The Contractor shall maintain up-to-date logbooks, on-site test records, and related documentation in accordance with relevant IS standards. It shall be the responsibility of the Contractor to remove excess sludge from the sludge holding tank as required. Additionally, the Contractor shall carry out periodic cleaning of grease and sludge holding tanks and arrange for the disposal of grease and sludge outside the premises at their own cost, in compliance with applicable regulations. Random testing shall be conducted jointly by the Contractor and the BMRCL Engineer-in-Charge.

Operating of the pumps erected inside the pump house for water supply and constructed beside the septic tanks, taking care to check the levels of

a) Water in the UG sump.

b) Sewage in the tank and maintaining of the pumps and clearing any chokes / blocks in the conveyance lines lying throughout the internal roads

2.3 **MOTORS & PUMPS:** Cleaning and tightening of all screw connections and terminals on controllers. Examining of fuse contacts and terminals for cleanliness and tightness. · Checking the pump immediately after starting the motor, to see if the pump is generating the rated head, by reading the pressure gauge. · Checking for any undue vibration of stuffing boxes. · Checking of glands for overheating and leakage. Gland packing around the pump set is adjusted to permit only a slight leakage of droplets of water to cool and lubricate the shaft. · Checking if the voltage fluctuation is within the permissible limit of 420-440 V. · Checking of current rating and actual loading of motor to prevent overloading, by frequently monitoring the ammeter reading. · Ensuring that the water level in the water source does not drop more than 1 meter above foot valve and water at the receiving end is not wasted by overflow. Checking the bearings of the pump periodically and applying grease sufficiently. Checking the gland packing once in two months. ·Checking the valves and pressure gauges and tightening the gland at closer intervals when too much leak of water occurs. Checking the exhaust pump, its auxiliaries and impeller periodically.

2.4 **OPERATING OF SUBMERSIBLE PUMP ONCE A WEEK, AND ITS MAINTENANCE:** Checking of booster pipe Other Duties Daily entries will be recorded in the logbook as per requirement and get verified by the Engineer-in charge. Any complaint noticed shall be reported to Engineer-in-

BMRCL

charge. The Contractor shall supervise and maintain the Sewage Treatment Plant maintenance work every day and maintain a logbook as per guidelines of the Operation Manual.The contractor shall submit a monthly maintenance schedule of all equipment's for approval before commencing operating of the system. Sump Pump required to be maintained by the Contractor installed in the Sewage Treatment Plant.

3. SAFETY IN CONSTRUCTION:

The contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Engineer-in-Charge in writing.

The contractor shall take all precautions and measures to ensure safety of works and workman and shall be fully responsible for the same and shall be governed by BMRCL rules and regulations, CPWD safety code, relevant safety codes and the direction of Engineer-in-Charge.

-------xxx------

BMRCL CSW-L2

SECTION 8 – DRAWINGS

Not used

BMRCL
BMRCL
CSW-L2

PAGE INTENTIONALLY LEFT BLANK

BMRCL CSW-L2

SECTION 9: PROFORMA OF BANK GUARANTEES

PROFORMA – A: Form of Bank Guarantee for Tender Security / Earnest Money Deposit

PROFORMA – B: Form of Bank Guarantee For Performance of Contract

BMRCL
CSW-L2

PAGE INTENTIONALLY LEFT BLANK

BMRCL
BMRCL
CSW-L2

PROFORMA - A

FORM OF BANK GUARANTEE FOR TENDER SECURITY / EARNEST MONEY DEPOSIT

(Reference ITT clause 14)

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

To,
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru- 560027.
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Tenderer]* (hereinafter referred to as the "Bidder" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ *[Name of the Works]* (hereinafter referred to as the "Bid" or "Tender").

2. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).

3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the tenderer.

4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR/Foreign Currency/ies _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies as specified in the Tender document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at our designated Branch as mentioned below:
Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

OR

BMRCL
BMRCL
CSW-L2

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore - 560001
v	Account No.	840420110000739
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.

9. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being_____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.
    a) Payment by the Bank of the guaranteed sum in full to the 'Employer',
    or
    b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of

BMRCL
BMRCL
CSW-L2

Tenderer

electronic Bank Guarantee (e-BG), release/discharge of eBG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Note:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The above format shall be used for e-Bank Guarantee also.*
3. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
4. *Tender No. shall be the reference to be stated in the e-BG.*

BMRCL Accepted
BMRCL CSW-L2

PAGE INTENTIONALLY LEFT BLANK

PROFORMA – B

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer GCC clause .....)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru – 560027,
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Contractor]* (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Contract work to be specified]* (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.

2. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for *Performance Security* for the sum specified herein below as security for *compliance of the obligations and performance of the Contractor.* In pursuance to this M/s. _____ (the Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.

3. **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.

4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

   Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

OR

BMRCL
BMRCL
CSW-L2

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001
v	Account No.	840420110000739
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.

9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____and Shri/Smt _____who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of_____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

BMRCL
BMRCL
CSW-L2

14. This Bank guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

    a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',

    or

    b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Notes:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.*
3. *The above format shall be used for e-Bank Guarantee also.*
4. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
5. *Tender No. shall be the reference to be stated in the e-BG.*

BMRCL Accepted
BMRCL CSW-L2

PAGE INTENTIONALLY LEFT BLANK

BMRCL
CSW-L2

SECTION 10: ANNEXURES

ANNEXURE 1 - FORM OF CONTRACT AGREEMENT

ANNEXURE 2 - CHECKLIST

ANNEXURE 3 - FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

ANNEXURE 4 -UNDERTAKING

ANNEXURE 5 - FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT

ANNEXURE 6 - FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES

ANNEXURE 7- FORMAT OF POWER OF ATTORNEY

BMRCL

BMRCL
CSW-L2

PAGE INTENTIONALLY LEFT BLANK

BMRCL
CSW-L2

ANNEXURE- 1

FORM OF CONTRACT AGREEMENT

CONTRACT NO. BMRCL/2026-27/...../WORK_INDENT...135

Name of the Works: Annual Maintenance Contract for RO Drinking water units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations (BIET to APTS: 29 stations) including RSS Switch yard at Yelachenahalli Station and Peenya Depot

This Contract Agreement (hereinafter referred to as the "**Contract**") is made at Bengaluru on the___ day of _____,2025 by and between:

BANGALORE METRO RAIL CORPORATION LIMITED, a Public Limited Company incorporated under Companies Act 1956 and a 50:50 Joint venture of Government of India and Government of Karnataka formed for the purposes of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by its General Manager (Civil)/ (O&M), authorized to sign and bind the Company, with its registered and corporate office located at III Floor, BMTC Complex, K.H. Road, Shanthinagar, Bengaluru 560 027, Karnataka, India hereinafter referred to as the **"BMRCL"** or the **"Employer"**, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,

and

M/s. ..... *(name of the Contractor)* ....., a .....*(legal status)* ..... Company incorporated under Companies Act 1956, having its office at .....*(Contractor's office address)*....., represented herein by Mr. .....*(name and designation of the representative)*....., authorized to sign and bind the Company under the Power of Attorney dated ..... and the Board Resolution dated ....., who shall be responsible to the Employer under the **Contract No BMRCL/2026-27/...../WORK_INDENT...** for "**..... Name of Tender .....**", hereinafter referred to as the **"Contractor",** which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the other part.

Hereinafter, **BMRCL/Employer** and **Contractor** are collectively referred to as "**Parties**" and individually as "**party**".

WHEREAS, the Employer invited Tenders for Contract No. ..... vide notification no. ..... dated ..... and the Contractor has in response submitted a Tender for "**..... Name of Tender .....** " (Hereinafter referred to in this Agreement as **"the Works"**) and agrees to undertake performance of the Works under the terms and conditions set forth in this Contract.

AND WHEREAS, the Contractor emerged as the successful Tenderer and the Employer awarded the Contract to the Contractor and the Contractor agrees for "**..... Name of Tender ....**" under the terms and conditions specified in this Contract and other Documents, forming part thereof.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

Clause 1: Words and Expressions

In this Contract all the words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.

BMRCL CSW-L2

Clause 2: The Contract Documents

2.1 The following shall be deemed to form and be read and construed as a part of this Contract Agreement.

a) Letter of Acceptance No. ..... Dated: .....
b) The Tender (Bill of Quantities)
c) Instruction to Tenderers/ Bidders
d) General Conditions of Contract
e) Special Conditions of Contract
f) Bid Forms/ Tender Forms
g) Technical Specifications including scope of work
h) Drawings-NA
i) Employer's clarifications to Pre-bid Queries and Addendum No..... dated .....
j) Contractor's 'Qualification cum Technical' and Financial proposals submitted vide letter no. ..... dated .....
k) All correspondence between the Tenderer/ Bidder and BMRCL from the date of issue of NIT till the date of issue of LOA.
l) Performance Security in the form of Bank Guarantee issued by .....*(name & address of the issuing bank)* ....., vide BG No. ..... dated ..... amounting to ..... valid upto ..... and its authenticity confirmed by the Bank vide their letter no. ..... dated .....
m) Any other document forming part of this Contract.

2.2 All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. Also incorporated into the Contract, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, inconsistency, ambiguity or discrepancy between the contents of the Contract, the order of precedence shall be according to the General Conditions of Contract.

Clause 3 Integration

The Employer and the Contractor agree that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties and that integrates, combines and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 4 Contract Price and Completion Time:

The Contract prices shall be inclusive of Cess (including labour cess) and duties under applicable law but exclusive of CGST and SGST.BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL (as per clause 39 of General Conditions of Contract and respective Special Conditions of Contract). The completion time for executing the works under the Contract is as below:

1.	Estimated Cost specified in the Tender	Rs. .....
2.	Accepted percentage (Tender premium) (Above or Below or At par)	..... % put to Tender.
3.	Accepted Cost of Tender (Tender premium)	Rs..... (Indian Rupees..... only).
Total Contract Price		Rs..... (Indian Rupees..... only).

BMRCL CSW-L2

4.	Date of Commencement of Works	Date of issue of Letter of Acceptance (LOA)
5.	AMC Period	.... Months

Clause 5 Obligations of the Contractor:

The mutual rights and Obligations of the Employer and the Contractor shall be as set forth in the Contract and in particular: -

a) The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the Works of "**.....Name of Tender .....** ..." under the Contract Annual maintenance of RO drinking water units, STP & ETP units requisite for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract.

b) The Contractor shall ensure full compliance with Tax laws of India with regard to this Contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor in respect thereof, which may arise.

Clause 6 Obligation of the Employer:

The Employer agrees, subject to the terms and conditions of the Contract to pay Contractor the amount specified and at the rates and terms and in the manner set forth in the Contract.

Clause 7 Governing Law

This Contract shall be construed and enforceable under the applicable laws of the Republic of India. Where recourse to a Court is to be made in respect of any matter, the Court at **Bengaluru** shall have the exclusive jurisdiction to try all disputes between Parties.

Clause 8 Language

This Contract Agreement and other Contract Documents are made in English language.

Clause 9 Notices

All Notices called by the terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail with acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other address in India as such Party may subsequently
notify to the other.

To Employer:
Bangalore Metro Rail Corporation Ltd.
III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bengaluru – 560 027
KARNATAKA, INDIA.

To Contractor:
.....
.....
.....
.....

BMRCL
BMRCL
CSW-L2

Tender No: BMRCL/2026-27/OW/WORK_INDENT..135 Section10: Annexures

Clause10 Jurisdiction of Court

The Courts at Bengaluru shall have exclusive jurisdiction in respect of all the disputes arising out of this Contract Agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names by the hands of their authorized representatives on the day and date first above written.

For Bangalore Metro Rail Corporation Limited	**The Contractor**
Employer	
(.....)	**( )**
The General Manager Civil/ (O & M)	**Proprietor** **M/s .....**
WITNESS	**WITNESS**
( )	( )

Note:

**This Contract Agreement is tentative and may be modified as considered necessary at the time of finalization /signing of the Contract.*

*** Blanks to be filled by the BMRCL at the time of finalization of the Form of Agreement*

**** Any other condition considered to be essential in the interest of BMRCL shall be included*

BMRCL
CSW-L2

ANNEXURE - 2

CHECK LIST

(A) The following check list is intended to help the Tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the Tender documents and the list carefully and take necessary action.

(B) Tenderers are also required to submit copy of the checklist, duly marked, along with their offer. The Tender submittals shall consist of the following:

I	**QUALIFICATION CUM TECHNICAL PACKAGE**	
a.	Earnest Money Deposit (Clause 14 of ITT)	Submitted / Not Submitted
b.	Form of Tender on firm's Letter head (Clause 10 of ITT)	Submitted / Not Submitted
c.	Notarized Power of Attorney (Clause 15.2 / 16.1 of ITT) / Attested copy of the Partnership deed / Ownership record to demonstrate the authority to sign the Tender submittals.	Submitted / Not Submitted
d.	Evidence of 'Tenderer's Eligibility and Qualification Criteria (Clause 2 & 3 of ITT) and **Qualification Information** (Section 3) with CA's certifications.	Submitted / Not Submitted
e.	Copy of PAN card	Submitted / Not Submitted
f.	Copy of GST Registration certificate	Submitted / Not Submitted
g.	**Undertakings** as per prescribed Proforma given in **Annexure-3** & **Annexure-4 in Section-10.**	Submitted / Not Submitted
h.	Constitution or legal status of Tenderer as per clause 1.1 of Section 3.	Submitted / Not Submitted
i.	List of works executed and payments received year wise in the last five years as per clause 1.2 of Section 3 duly certified by CA.	Submitted / Not Submitted
j.	Existing commitments and ongoing works as per clause 1.3 A of Section 3.	Submitted / Not Submitted
k.	Works for which Tenders already submitted as per clause 1.3 B of Section 3.	Submitted / Not Submitted
l.	Self-certification and Declaration for Local Content as per Proforma given in **Annexure-5 in Section-10**.	Submitted / Not Submitted
m.	Certificate for Eligible Source Countries as per Proforma given in **Annexure-6 in Section-10**.	Submitted / Not Submitted
n.	One set of downloaded Untampered, Tender document along with Employer's clarification on queries including addenda if any, digitally signed on each page (Clause 16.8 of ITT)	Submitted / Not Submitted
II	**FINANCIAL PACKAGE**	
a.	'Pricing document (Bill of Quantities)' through e-Procurement Portal as per Instructions for completing the Pricing Document, Section-XI and ITT Clause 10 of ITT.	Submitted / Not Submitted

Note:

***The above list is not exhaustive, any other document/s which are required as per the Tender document shall be submitted.*

BMRCL CSW-L2

Tenderer

PAGE INTENTIONALLY LEFT BLANK

BMRCL
BMRCL
CSW-L2

ANNEXURE - 3

FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

We, M/s. ..... *[Name of the Tenderer]*.....(hereinafter called the "Contractor"), do hereby affirm and declare that we have NOT been Black listed /Debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects in India, during the last five (5) years*.

We have not rescinded the Works after award of the Contract during the last five (5) years*.

In case it is found that above statement is not true, any time during effect of this Tender or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Tender Security / Performance Security at its discretion.

Signature of the Tenderer

*Note: * Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.*

BMRCL CSW-L2

Tenderer

PAGE INTENTIONALLY LEFT BLANK

ANNEXURE - 4

UNDERTAKING

We, M/s..... *[Name of the Tenderer]*....., herein after called "the Contractor", do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender document while performing the contractual obligations relating to .....*[name of work]*..... of BMRCL, Bengaluru.

We do hereby affirm and undertake to follow all labour laws that are applicable from time to time.

We also undertake that the Tender submittals do not contain any deviation or amendment or modification or change of any type whatsoever with regard to tender conditions and specifications.

Place: Signature of the Tenderer

Date: Name

Designation

Seal of the Company

Note :

Last five (5) years shall be counted from 28 days prior to the date of submission of Tender

BMRCL
ALE/CSW/L2
CSW-L2

PAGE INTENTIONALLY LEFT BLANK

BMRCL
BMRCL
CSW-L2

ANNEXURE - 5

FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT

I/We..... (*jointly and severally*) declare that I/we have offered this Tender with the local content of .....% and has given "details of the locations(s) at which the local value addition is made" as per Attachment to this Annexure.

@ I/We further confirm that I/we submit a certificate herewith issued by the *Statutory Auditor/Cost Auditor of the company* (in the case of companies) or from a practicing cost accountant or practicing Chartered Accountant* (in respect of Tenderers other than companies)* in pursuant to ITT clause 34.2(ii), giving the percentage of local content.

I/We acknowledge the right of the Employer that, failure to submit the same shall disqualify the Tenderer.

I/We acknowledge the right of the Employer to debar the Tenderer for any violation or false declaration, regarding 'Local content' or local value addition (including payments to be made to their vendors for local value addition), which shall be treated as fraudulent practice under ITT Clause 34.3of this Tender for which the Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

SIGNATURE OF THE TENDERER

Note:

** Delete whichever is not applicable.*

@ This paragraph is applicable for Tenders with Estimated value more than INR 10 Crore. Otherwise, this provision shall be deleted.

Please refer GCC clause 1(xxiv) for definition and valuation of "Local Content."

BMRCL CSW-L2

PAGE INTENTIONALLY LEFT BLANK

BMRCL
CSW-L2

ANNEXURE - 6

FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES

(To be submitted on Tenderer's Letter head)

1. I/We, ...*(Name of the Tenderer/Member)*....., have read ITT clause 35 regarding restrictions on procurement from a Tenderer of a country which shares a land border with India and on subcontracting to contractors from such countries; and I/we certify that I/we am/are:
   (a) **not from such a country,*

   or,

   (b) **from such a country (.....indicate country.....), have been registered with the Competent Authority,*

   and will not **subcontract** any work to a contractor from such countries unless such contractor is registered with the "Competent Authority".

   I/We hereby certify that I/we am/are fulfilling all requirements in this regard and eligible to be considered, in accordance to ITT clause 35.

2. Not Used
3. *I/We submit a registration certificate herewith as an evidence of valid registration by the "Competent Authority" and I/We further acknowledge the right of the Employer that absence of such a registration certificate in the Tender, if the Tenderer belongs to such country stated above, shall disqualify the Tenderer.
4. I/We acknowledge the right of the Employer to terminate the Tenderer for false declaration or certificate, along with further legal action in accordance with law.

Signature of the Tenderer

Note:
**Delete whichever is not applicable.*

BMRCL
CSW-L2

PAGE INTENTIONALLY LEFT BLANK

BMRCL
BMRCL
CSW-L2

ANNEXURE-7

Format for Power of Attorney for Bidding
(To be executed by the Tenderer)
(Ref: Clause 15 of Instruction to Tenderers)

[To be notarized on stamp paper of appropriate value-not less than Rs.100/-]
AND
A copy of Board Resolution to be submitted

POWER OF ATTORNEY

Know all men by these presents, we .....[name and address of the registered office] do here constitute, appoint and authorize Mr./Ms.....[name and residential address] who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the submission of the bid for the work .....(Name of Tender/ Work)..... of BMRCL, including signing and submission of of all documents participating in meeting and providing information/ documents/ responses to the BMRCL, Bengaluru, representing us in all matters in connection with bid for the said work and if successful till the whole of the bid process.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

These powers are granted to us and shall remain in force till the end and expiry of all the Contract period and the fulfillment of Contractual obligations and liabilities.

Accepted	For
.....	.....
.....	.....
[Signatures]	[Signatures]
[Names, Title and Address]	[Names, Title and Address]

Note:

1. *The mode of execution of power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants [s] and when it is so required the same be under common seal affixed in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.*

2. *Also, wherever required, the Tenderer should submit for verification the extract of the charter documents such as a resolution /power of attorney in favour of the person executing this Power of Attorney for the desigation of power hereunder on behalf of the Tenderer.*

3. *In the event of Power of Attorney holder leaves his employment, the power of Attorney should be given to the person filling his place without lapse of time.*

4. ***The Power of Attorney should be notarized.***

BMRCL CSW-L2

PAGE INTENTIONALLY LEFT BLANK

BMRCL
CSW-L2

SECTION 11

INSTRUCTIONS FOR COMPLETING THE PRICING DOCUMENT

1. The Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Karnataka Public Procurement Portal (e-Procurement portal) only and **no hardcopy of commercials should be attached or disclosed elsewhere.**
2. The Tenderer shall quote the Tender Premium (Above/Below/At par) on the Total Estimated Cost in the 'Pricing Document (Bill of Quantity)' given in the Karnataka Public Procurement Portal.
3. The total Tender price shall be inclusive of all applicable Taxes ((including labour cess) and duties under the applicable Acts but **exclusive of CGST & SGST**. BMRCL shall pay the applicable CGST & SGST as invoiced by the Contractor to BMRCL.
4. The Tenderer shall ascertain all applicable Taxes and Duties under the applicable Acts and shall be included in the quoted price.
5. The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.
6. **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department for availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.
7. The Tender is a **Percentage Tender**. The Cost of all the individual items shall be computed for the entire work and the Tender Premium (above or below or at par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD schedule of Rates of the respective year above or below Tender premium which the BMRCL has accepted. If the item required is not found in any of the schedule of Rates of KPWD or CPWD, then rate shall be worked out as stipulated in GCC Clause 35.
8. The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.
9. Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.
10. The Tender Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Tender Price.
11. The Contractor shall be entirely responsible for license fees and any other incidentals incurred until completion of the whole of the Works and handover to the Employer.
12. The Contractor shall maintain complete records of duties, other taxes and levies etc. payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.
13. Any increase in CGST & SGST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the Extension of Time. However, this shall not be applicable for "Variations".
14. UNPRICED ITEMS: Items against which no rate or sum is entered in the Bill of Quantities, whether quantities are stated or not shall be regarded as covered by other rates in the Pricing document. The

BMRCL Accepted BMRCL CSW-L2

Tenderer shall take regard of the actual site conditions and the items entered in the Bill of Quantities. The Tenderer shall price his Tender accordingly and the Percentage quoted (Above / Below / At par) in the BOQ shall be full and only price paid for all work performed against that item except as described in the Tender Documents.

15. BMRCL will consider the prices quoted in the pricing document for evaluation of Tender only.

--- XXX ---

BMRCL
BMRCL
CSW-L2